

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

Case No. 15-CV-01637-JLS-DHB

Judge: Hon. David H. Bartick

I, JAYSON M. LORENZO declare and state as follows:

2. On May 18, 2016, I met and conferred with Defendant's counsel, Nick Huskins, pursuant to Civil Local Rule 26.1.a. During the meet and confer, we discussed both Plaintiff's responses to discovery as well as Defendant's responses to discovery.

1 3. I discussed with Defendant's counsel his objections that the discovery should be limited
2 to the "jokes at issue" and explained to him that I did not think discovery could be limited to the "jokes
3 at issue". Many of his objections dealt with limiting his client's responses to those involved with the
4 "jokes at issue". I explained to him that his client was asking Plaintiff to produce information
5 unrelated to the jokes at issues in their requests. I stated that if his client didn't have to produce the
6 documents unrelated to the jokes at issue, then I explained to Mr. Huskins then my client shouldn't
7 have to produce information that didn't relate to the jokes at issue either. I didn't think it was fair nor
8 did it make any sense. We agreed that discovery is either limited to jokes at issue or they are not. He
9 stated he understood my point and that he agreed in principle with my position that the jokes shouldn't
10 be limited to the jokes at issue and that he would talk to Ms. Erica Van Loon about the matter. We
11 specifically discussed the production of all email submissions by Mr. Comers, Mr. Kiley and Mr.
12 Kutner. We had also discussed the depositions of Mr. Kiley and Mr. Kutner and that I needed these
13 before their depositions. The deposition were tentatively set for June 24 or July 1. He stated he could
14 have the documents produced before their depositions if we agreed in principle on the nature of the
15 protective order. We agreed that we would adopt the language of the protective order except for
16 information related to financial information. After the call, I understood that we would both be
17 producing information even though they did not relate to the "jokes at issue."

18 4. We also discussed the financial information that I was requesting and I explained the
19 Copyright Act stated that in establishing the infringer's profits, the copyright owner is required to
20 present proof only of the infringer's gross revenue, and the infringer is required to prove his or her
21 deductible expenses and the elements of profit attributable to factors other than the copyrighted work.
22 He stated he understood my position but that there is no relation between 4 jokes on a monologue and
23 the gross revenues of his clients or how that can even be determined. I suggested to Mr. Huskins that I
24 would be agreeable to getting Judge Bartick involved so we could have an informal discussion with the
25 Judge as to the to avoid unnecessary paperwork. The idea was to save the parties time and money to
26 get a general sense on the Judge's impression on the issue which could go a long way in informally
27 resolving the matter. Mr. Huskins stated he would bring up the matter with Ms. Van Loon, but seemed
28 receptive to the idea.

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2 5. Mr. Huskins stated he would send a confirming email recapping our conversation. He
3 sent an email to me on May 19, 2016. See Exhibit A.

4 6. In the email Mr. Huskins changed his position and stated that he did not believe
5 "Requests Nos. 4 and 7, and RFP Nos. 6-8, are relevant without limitation. Specifically we do not see
6 how jokes unrelated to the jokes at issue are relevant, nor how the identification of Conaco staff who
7 had no involvement with the jokes at issue are relevant. We will consider a narrowed re-draft of these
8 requests, to the extent they are relevant to claims or defense at issue in this case." In essence he stated
9 that Plaintiff should re-draft the request to narrow the question.

10 7. With respect to the financial information Mr. Huskins stated "We discussed the
11 relevance of the financial information requested by Plaintiff, and were unable to reach a resolution.
12 You indicated you would move to compel Interrogatory responses and the production of documents
13 related to Defendants' financial information. Regarding your suggestion that we settle the matter
14 informally with the assistance of Judge Bartick, we are not opposed so long as we have the
15 opportunity to apprise Judge Bartick in writing of the relevant case law. We note that our dispute
16 concerning the designation of financial documents as AEO might also be a matter that can be settled
17 informally with Judge Bartick, if he is so inclined to speak with us without a formal motion. We are
18 amenable to mutually calling Judge Bartick's clerk with you to see if he would be amenable to a
19 telephone conference to try to resolve these disputes without the need for motion practice. I am
20 available to discuss this further this afternoon, prior to our mutually contacting Judge Bartick's clerk."

21 6. On May 23, 2016, I sent an email response to Mr. Huskins. See Exhibit B.

22 7. In my email I stated "With respect to 10-13 we discussed whether the discovery was
23 going to be limited to the "jokes at issue". I don't believe it should be limited to the jokes at issue. If it
24 wasn't limited to the "jokes at issue" we were both going to agree to produce information. I would
25 agree to produce the information but because of your objection to our RFP 6-8 I do not think it is
26 appropriate for my client to provide this information. My understanding was that we would mutually
27 not withhold information but you need to confirm that with Erica. You stated you understood my
28

1 position. You would agree to produce RFP 6-8 information before Kiley, Kutner and Comers depos
2 and I would agree to responde to your rogs 10-13 subject to the protective order."

3 8. I confirmed his position was a departure from what we discussed on the phone.

4 9. I also wrote with respect to his clients RFP 6-8. "So with RFP No. 2, you believe any
5 and all correspondence with third parties related to Defendants whether they involve the Jokes at issue
6 should be produced? RFP 41, I will have my client produce what he has related to jokes at issue.
7 However, I do not agree that Plaintiff's Interrogatory Request 4 and 7 should not be produced by your
8 client. Also I do not agree that RFP 6-8 should not be produced by your client. Please confirm that
9 you will not respond to Interrogatory 4 and 7 and also not produce documents for RFP 6-8... If you are
10 not producing RFP 6-8 I may need to push Kiley and Kutner's depos."

11 10. With respect to the financial information and a call with Judge Bartick, my position was
12 that if we were going to brief the issue we might as well file a formal motion. My thought was that we
13 would have a discussion with Judge Bartick first without any formal briefing and that if we were going
14 to brief the issues the work would be duplicative.

15 11. The next day on May 24, I asked Mr. Huskins if he had any case law related to the
16 financial information that I could read. I thought it was best to continue to meet and confer rather than
17 to rush to file a motion. If there was merit to his position I would reconsider my position. See Exhibit
18 C.

19 12. On May 31, 2016, I received an email from Mr. Huskins where he provided me with
20 some case law supporting his position. See Exhibit D.

21 13. On May 31, 2016, I responded to Mr. Huskins. See Exhibit E. After reading his case
22 law I offered to limit the scope of the financial request to 2015 only and only to revenue related to the
23 "Conan" show. I wrote "Just to be clear, as I mentioned to you, all the writers for your client's show
24 are relevant because my client may know other writers who he either follow my client or my client
25 may follow them. This goes to the issue of access. Further, you have requested all materials and jokes
26 that my client has written unrelated to the jokes at issue but at the same time you don't agree all jokes
27 submitted by Comers, Kiley and Kutner are relevant. Again, jokes submitted even if they aren't the
28 jokes at issue are relevant to access. If you are not going to be providing any information related to

RFP Nos. 6-8 then I will need to postpone Kiley and Kutner's deposition until this is sorted out. With regards to the financial information. I reviewed your case law. I am happy to limit the gross revenue information for TBS, Conanco, Time Warner, Conan O'Brien, Mike Sweeney and Jeff Ross related only to the "Conan" Show. Please provide me with gross reveune and/or salary/bonuses you clients received related only to the "Conan" Show in 2015. With respect to the writers, I believe we are entitled to what the writers who allegedly wrote the jokes at issue made as well as what other writers on the staff made. This is relevant to establish my client's actual damages or the fair value of what writers are being paid. I believe we are entitled to what Mr. Comers, Mr. Kiley and what Mr. Kutner make as they are allegedly the writers of the jokes at issue. With respect to the other writers on the show, we do not need to know what each writer made, a list of their salaries or what they make from the Conan show should suffice with names redacted. Again, this is relevant to establish what writers for Conan are being paid per year."

11. On June 1, 2016, I received and email response from Mr. Huskins. See Exhibit F In his email he stated, "we cannot agree to your proposed limitation concerning financial information. To reiterate, there is no connection between the Conan show's revenue generated in 2015 or the annual salary and bonuses of the writers of the show, and the use of a single joke in the show's monologue. Nor is there a practical way to extrapolate the value of a single joke from that information."

12. Attached hereto as Exhibit G is a true and correct copy of Plaintiffs Interrogatories to Defendant Mike Sweeney (SET ONE).

13. Attached hereto as Exhibit H is a true and correct copy of Plaintiffs Interrogatories to Defendant Conan O'Brien (SET ONE).

14. Attached hereto as Exhibit I is a true and correct copy of Plaintiffs Interrogatories to Defendant Jeffrey Ross (SET ONE).

15. Attached hereto as Exhibit J is a true and correct copy of Plaintiffs Interrogatories to Defendant Conaco, LLC (SET ONE).

16. Attached hereto as Exhibit K is a true and correct copy of Plaintiffs Interrogatories to Defendant Turner Broadcasting System (SET ONE).

1 17. Attached hereto as Exhibit L is a true and correct copy of Plaintiffs Interrogatories to
2 Defendant Time Warner, Inc (SET ONE).

3 18. Attached hereto as Exhibit M is a true and correct copy of Plaintiffs Request for
4 Production of Documents to Conaco, LLC (Set One).

5 19. Attached hereto as Exhibit N is a true and correct copy of Defendant's Response to
6 Plaintiffs Interrogatories to Defendant Mike Sweeney (SET ONE).

7 20. Attached hereto as Exhibit O is a true and correct copy of Defendant's Response to
8 Plaintiffs Interrogatories to Defendant Conan O'Brien (SET ONE).

9 21. Attached hereto as Exhibit P is a true and correct copy of Defendant's Response to
10 Plaintiffs Interrogatories to Defendant Jeffrey Ross (SET ONE).

11 22. Attached hereto as Exhibit Q is a true and correct copy of Defendant's Response to
12 Plaintiffs Interrogatories to Defendant Conaco, LLC (SET ONE).

13 23. Attached hereto as Exhibit R is a true and correct copy of Defendant's Response to
14 Plaintiff's Interrogatories to Defendant Turner Broadcasting System (SET ONE).

15 24. Attached hereto as Exhibit S is a true and correct copy of Defendant's Response to
16 Plaintiffs Interrogatories to Defendant Time Warner, Inc (SET ONE).

17 25. Attached hereto as Exhibit T is a true and correct copy of Defendant's Responses to
18 Plaintiffs Request for Production of Documents to Conaco, LLC (Set One).

19 26. Attached hereto as Exhibit U is a true and correct copy of Plaintiff's letter to
20 Defendant's counsel dated May 13, 2016.

21 I declare under penalty of perjury that the foregoing is true and correct.

22
23 Date: 06.02.2016

By: /s/ Jayson M. Lorenzo
JAYSON M. LORENZO
Attorney for Plaintiff

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EXHIBIT A



Jayson Lorenzo <jmlorenzo.esq@gmail.com>

Kaseberg v. Conaco, et al.

Nick Huskins <nhuskins@glaserweil.com>
To: Jayson Lorenzo <jmlorenzo.esq@gmail.com>
Cc: Erica Van Loon <evanloon@glaserweil.com>

Thu, May 19, 2016 at 1:13 PM

Jayson,

As discussed on our call yesterday afternoon, below is the understanding reached between the parties with respect to the outstanding discovery issues:

Depositions

- We can make Mike Sweeney available for deposition on June 17 in Irvine, as you suggested. Let us know if this date works and the location of the deposition. Also, let us know if June 24 works for the depositions of Kiley and Kutner in Irvine. We would like to lock these dates in with the witnesses so please confirm the dates with us this week.
- We will get back to you with dates for the additional deponents you requested.

Protective Order

- We agreed to all terms of the proposed protective order except the designation of non-public financial documents as AEO. The parties will move forward with discovery obligations subject to our mutual understanding of the agreed-upon terms of the protective order, i.e. the production of documents designated as "confidential" and the treatment of trade secret information as "Attorneys Eyes Only." As to our dispute regarding the designation of non-public financial documents, Defendants will proceed with filing a motion with the Court if this issue cannot be resolved informally with Judge Bartick.

Defendants' Discovery Requests

Interrogatories

- You agreed to supplement responses to Conaco's Interrogatory Nos. 1-4, 7-8, 10-13, and 15-16.
 - With respect to Interrogatory No. 1, you represented that Plaintiff will supplement to provide information sufficient to show the date, time, and forum in which the jokes at issue were published.
 - With respect to Interrogatory No. 3, you represented Plaintiff will supplement with the date of creation, and any other responsive information not included in Plaintiff's initial response.
 - With respect to Interrogatory No. 6, you represented this is a complete response.
 - With respect to Interrogatory Nos. 2, 4, 7-8, and 15-16, you represented that Plaintiff will supplement with a complete, narrative response.
 - With respect to Interrogatory Nos. 10-13, the parties agree to treat any information provided in

response as subject to the confidentiality terms of the proposed protective order. You represented that Plaintiff will supplement his response to these Interrogatories subject to that understanding.

Requests for Production

- You represented Plaintiff is not withholding any documents on the basis of his objections.
- We discussed Plaintiff's limiting response with respect to RFPs No. 2 and 41. You raised the issue that Defendants' similarly limited their response to Plaintiff's RFP Nos. 6-8. We discussed mutually resolving whether or not we can agree that the aforementioned requests can be uniformly limited, or in the alternative, the limitation can be removed from both our responses. Subsequent to our phone conversation, you emailed to raise the same issue with our response to Interrogatories No. 4 and 7, and contended that you believe that information is relevant without any limitation.
 - Upon review, we are willing to agree to the limitation as to our RFP No. 41, but believe RFP No. 2 is properly limited in scope and relevant. We disagree that Plaintiff's Interrogatory Requests Nos. 4 and 7, and RFP Nos. 6-8, are relevant without limitation. Specifically we do not see how jokes unrelated to the jokes at issue are relevant, nor how the identification of Conaco staff who had no involvement with the jokes at issue are relevant. We will consider a narrowed re-draft of these requests, to the extent they are relevant to claims or defense at issue in this case. Short of that, we cannot agree to removing the limitation.

Requests for Admission

- You represented Plaintiff will supplement all responses to clarify whether any denial is made on the basis of an asserted objection, or as to the substance of the Request. For any denial based on an objection, you agreed the response will specify the particular objection that serves as the basis for the denial.
 - With respect to RFA Nos. 2-5, you represented that Plaintiff will supplement his responses subject to an understanding that "identical" means word-for-word copy.
 - With respect to RFA Nos. 6-7, you represented that Plaintiff will supplement his responses to be consistent with Plaintiff's Interrogatory responses.
 - With respect to RFA No. 8, you represented that Plaintiff will supplement his response with the understanding that the word "standard" be removed from the request.
 - With respect to RFA No. 9, you represented that Plaintiff will supplement his response with the understanding that the request seeks an admission as to your client's awareness as of today, not prior to publication of the jokes at issue.

Deadline for Supplemental Responses

- No deadline to provide supplemental responses was discussed on the call. In the interest of preventing any further delay, please confirm your client will provide supplemental responses by May 26. We would prefer to resolve any discovery issues without involvement from the Court, but must be prepared to move in the event any supplemental responses are provided any later, or are otherwise unsatisfactory.

Plaintiff's Discovery Requests/Informal Conference with the Judge Bartick

- We discussed the relevance of the financial information requested by Plaintiff, and were unable to reach a resolution. You indicated you would move to compel Interrogatory responses and the production of documents related to Defendants' financial information. Regarding your suggestion that we settle the matter informally with

the assistance of Judge Bartick, we are not opposed so long as we have the opportunity to apprise Judge Bartick in writing of the relevant case law. We note that our dispute concerning the designation of financial documents as AEO might also be a matter that can be settled informally with Judge Bartick, if he is so inclined to speak with us without a formal motion. We are amenable to mutually calling Judge Bartick's clerk with you to see if he would be amenable to a telephone conference to try to resolve these disputes without the need for motion practice. I am available to discuss this further this afternoon, prior to our mutually contacting Judge Bartick's clerk.

Regards,

Nick

Glaser Weil

Nick Huskins | Attorney

10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067

Main: [310.553.3000](tel:310.553.3000) | Direct: [310.282.6264](tel:310.282.6264) | Fax: [310.785.3564](tel:310.785.3564)

E-Mail: nhuskins@glaserweil.com | www.glaserweil.com



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EXHIBIT B



Jayson Lorenzo <jmlorenzo.esq@gmail.com>

Kaseberg v. Conaco, et al.

Jayson Lorenzo <jmlorenzo.esq@gmail.com>

Mon, May 23, 2016 at 3:38 PM

To: Nick Huskins <nhuskins@glaserweil.com>, Erica Van Loon <evanloon@glaserweil.com>

Cc: Lorie Mallari <lorie@jlorenzolaw.com>

Nick,

See my responses in red below.

On Thu, May 19, 2016 at 1:13 PM, Nick Huskins <nhuskins@glaserweil.com> wrote:

Jayson,

As discussed on our call yesterday afternoon, below is the understanding reached between the parties with respect to the outstanding discovery issues:

Depositions

- We can make Mike Sweeney available for deposition on June 17 in Irvine, as you suggested. Let us know if this date works and the location of the deposition. Also, let us know if June 24 works for the depositions of Kiley and Kutner in Irvine. We would like to lock these dates in with the witnesses so please confirm the dates with us this week

I will confirm the dates and location of the 17 and 24 by the end of the week. I may need to take Sweeney on the 24 and Kiley and Kutner on July 1st. I still need to clear my calendar. Also see my comments related to RFP 6-8 below as it also may affect if I take Kiley and Kutner.

- We will get back to you with dates for the additional deponents you requested.

Please get me dates by the end of next week. I want to take Weisberg and Comers next then Conan and Ross. I also need to take a PMK for Time Warner and TBS on financial information as a heads up.

Protective Order

- We agreed to all terms of the proposed protective order except the designation of non-public financial documents as AEO. The parties will move forward with discovery obligations subject to our mutual understanding of the agreed-upon terms of the protective order, i.e. the production of documents designated as "confidential" and the treatment of trade secret information as "Attorneys Eyes Only." As to our dispute regarding the designation of non-public financial documents, Defendants will proceed with filing a motion with the Court if this issue cannot be resolved informally with Judge Bartick.

Agreed, however the issue of non-public financial documents is still in dispute. It is my understanding that you are taking the position that you will not produce any financial information. Can you confirm this? If so, I will just go ahead and file a motion to compel on that issue.

Defendants' Discovery Requests

Interrogatories

- You agreed to supplement responses to Conaco's Interrogatory Nos. 1-4, 7-8, 10-13, and 15-16.

I agreed that I will speak to my client and to the extent he can provide additional information the responses will be supplemented.

- With respect to Interrogatory No. 1, you represented that Plaintiff will supplement to provide information sufficient to show the date, time, and forum in which the jokes at issue were published.

I agreed that I will speak to my client and to the extent he can provide additional information the responses will be supplemented.

- With respect to Interrogatory No. 3, you represented Plaintiff will supplement with the date of creation, and any other responsive information not included in Plaintiff's initial response.

I agreed that I will speak to my client and to the extent he can provide additional information the responses will be supplemented.

- With respect to Interrogatory No. 6, you represented this is a complete response.

Agree.

- With respect to Interrogatory Nos. 2, 4, 7-8, and 15-16, you represented that Plaintiff will supplement with a complete, narrative response.

I will speak to my client and see if he has additional information for which he can supplement. I did not agree to a narrative response.

- With respect to Interrogatory Nos. 10-13, the parties agree to treat any information provided in response as subject to the confidentiality terms of the proposed protective order. You represented that Plaintiff will supplement his response to these Interrogatories subject to that understanding.

With respect to 10-13 we discussed whether the discovery was going to be limited to the "jokes at issue". I don't believe it should be limited to the jokes at issue. If it wasn't limited to the "jokes at issue" we were both going to agree to produce information. I would agree to produce the information but because of your objection to our RFP 6-8 I do not think it is appropriate for my client to provide this information. My understanding was that we would mutually not withhold information but you need to confirm that with Erica. You stated you understood my position. You would agree to produce RFP 6-8 information before Kiley, Kutner and Comers depos and I would agree to respond to your rogs 10-13 subject to the projective order.

Requests for Production

- You represented Plaintiff is not withholding any documents on the basis of his objections.

Agree.

- We discussed Plaintiff's limiting response with respect to RFPs No. 2 and 41. You raised the issue that Defendants' similarly limited their response to Plaintiff's RFP Nos. 6-8. We discussed mutually resolving whether or not we can agree that the aforementioned requests can be uniformly limited, or in the alternative, the limitation can be removed from both our responses. Subsequent to our phone conversation, you emailed to raise the same issue with our response to Interrogatories No. 4 and 7, and contended that you believe that information is relevant without any limitation.
 - Upon review, we are willing to agree to the limitation as to our RFP No. 41, but believe

RFP No. 2 is properly limited in scope and relevant. We disagree that Plaintiff's Interrogatory Requests Nos. 4 and 7, and RFP Nos. 6-8, are relevant without limitation. Specifically we do not see how jokes unrelated to the jokes at issue are relevant, nor how the identification of Conaco staff who had no involvement with the jokes at issue are relevant. We will consider a narrowed re-draft of these requests, to the extent they are relevant to claims or defense at issue in this case. Short of that, we cannot agree to removing the limitation.

So with RFP No. 2, you believe any and all correspondence with third parties related to Defendants whether they involve the Jokes at issue should be produced? RFP 41, I will have my client produce what he has related to jokes at issue. However, I do not agree that Plaintiff's Interrogatory Request 4 and 7 should not be produced by your client. Also I do not agree that RFP 6-8 should not be produced by your client. Please confirm that you will not respond to Interrogatory 4 and 7 and also not produce documents for RFP 6-8. I will go ahead and file a motion to compel on those requests.

If you are not producing RFP 6-8 I may need to push Kiley and Kutner's depositions.

Requests for Admission

- You represented Plaintiff will supplement all responses to clarify whether any denial is made on the basis of an asserted objection, or as to the substance of the Request. For any denial based on an objection, you agreed the response will specify the particular objection that serves as the basis for the denial.

Agree.

- With respect to RFA Nos. 2-5, you represented that Plaintiff will supplement his responses subject to an understanding that "identical" means word-for-word copy.

I will speak to my client about whether he will agree to supplement. The RFA as written is unclear. I think in order to clear this up and have a clean record for trial, I you should resend your specific RFA request.

- With respect to RFA Nos. 6-7, you represented that Plaintiff will supplement his responses to be consistent with Plaintiff's Interrogatory responses.

Disagree. I stated that I would speak to my client to discovery of there is any additional information that might require him to supplement his response.

- With respect to RFA No. 8, you represented that Plaintiff will supplement his response with the understanding that the word "standard" be removed from the request.

I will speak to my client about whether he will agree to supplement. The RFA as written is unclear. I think in order to clear this up and have a clean record for trial, I you should resend your specific RFA request.

- With respect to RFA No. 9, you represented that Plaintiff will supplement his response with the understanding that the request seeks an admission as to your client's awareness as of today, not prior to publication of the jokes at issue.

Disagree. I stated that the documents lacked foundation haven't been authenticated and he can't admit to documents he never authored or knows anything about.

Deadline for Supplemental Responses

- No deadline to provide supplemental responses was discussed on the call. In the interest of preventing any further delay, please confirm your client will provide supplemental responses by May 26. We would

prefer to resolve any discovery issues without involvement from the Court, but must be prepared to move in the event any supplemental responses are provided any later, or are otherwise unsatisfactory.

I can agree to no later than June 1 for any supplements.

Plaintiff's Discovery Requests/Informal Conference with the Judge Bartick

- We discussed the relevance of the financial information requested by Plaintiff, and were unable to reach a resolution. You indicated you would move to compel Interrogatory responses and the production of documents related to Defendants' financial information. Regarding your suggestion that we settle the matter informally with the assistance of Judge Bartick, we are not opposed so long as we have the opportunity to apprise Judge Bartick in writing of the relevant case law. We note that our dispute concerning the designation of financial documents as AEO might also be a matter that can be settled informally with Judge Bartick, if he is so inclined to speak with us without a formal motion. We are amenable to mutually calling Judge Bartick's clerk with you to see if he would be amenable to a telephone conference to try to resolve these disputes without the need for motion practice. I am available to discuss this further this afternoon, prior to our mutually contacting Judge Bartick's clerk.

If we are going to brief the issue, I'd rather just file a formal motion. The first issue is the relevance of the documents and whether you should produce them to me, as well as the jokes submitted to your client and the names of other writers and what they make. The AEO issue is only relevant if I am entitled to financial information.

Regards,

Nick

Glaser Weil

Nick Huskins | Attorney

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EXHIBIT C



Jayson Lorenzo <jmlorenzo.esq@gmail.com>

Kaseberg v. Conaco, LLC - Discovery Meet and Confer

Jayson Lorenzo <jmlorenzo.esq@gmail.com>

Tue, May 24, 2016 at 3:03 PM

To: Nick Huskins <nhuskins@glaserweil.com>

Nick,

Also, I never got a copy of the insurance policy. Now that we have agreed on the terms of the protective order can you please provide that as well.

Also, before I file a motion to compel, if there is any case law you want me to read why you think you don't have to produce financial information, I'm happy to read it.

Jayson M. Lorenzo, Esq.
L.L.M. with Concentration in Intellectual Property

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EXHIBIT D



Jayson Lorenzo <jmlorenzo.esq@gmail.com>

Kaseberg v. Conaco, et al.

Nick Huskins <nhuskins@glaserweil.com>

Tue, May 31, 2016 at 10:38 AM

To: Jayson Lorenzo <jmlorenzo.esq@gmail.com>, Erica Van Loon <evanloon@glaserweil.com>

Cc: Lorie Mallari <lorie@jlorenzolaw.com>

Jayson,

Thanks for your email. Mike Sweeney is available for deposition on June 17 or June 24. Let us know if either date works. If not, Mr. Sweeney's next available date for deposition is July 8. Mr. Kiley and Mr. Kutner are available to be deposed on July 15. That being said, we stand by our objections to Plaintiff's Request for Production Nos. 6-8. If this impacts your deposition schedule, let us know. I am working on getting availability for the rest of the deponents, and should have dates for you by the end of the week.

To be clear, we will not be producing revenue information for TBS, Time Warner, and Conaco, or salary information for the individual writers, as they are in no way relevant to a potential damages calculation by your client. Per your request, we've attached some supporting case law. Also, we cannot agree to a June 1 deadline for your client to supplement his deficient discovery responses. Accordingly, Defendants will move forward with a motion to compel regarding your client's deficient discovery responses.

As to the protective order, we agree that filing a formal motion is best and we will do so.

We are also attaching a copy of Conaco's insurance policy, as requested. Please note that this document is designated "Confidential" and thus, should be treated pursuant to the draft protective order's terms concerning confidential documents.

Regards,

Nick

From: Jayson Lorenzo [mailto:jmlorenzo.esq@gmail.com]

Sent: Monday, May 23, 2016 3:38 PM

To: Nick Huskins; Erica Van Loon

Cc: Lorie Mallari

Subject: Kaseberg v. Conaco, et al.

Nick,

[Quoted text hidden]

4 attachments



MCA Inc v Wilson.doc
141K



Mackie v Rieser.doc
95K



On Davis v The Gap Inc.doc
237K



CONACO_000045-CONACO_000064.pdf
1366K

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EXHIBIT E



Jayson Lorenzo <jmlorenzo.esq@gmail.com>

Kaseberg v. Conaco, et al.

Jayson Lorenzo <jmlorenzo.esq@gmail.com>

Tue, May 31, 2016 at 4:53 PM

To: Nick Huskins <nhuskins@glaserweil.com>

Cc: Erica Van Loon <evanloon@glaserweil.com>, Lorie Mallari <lorie@jllorenzolaw.com>

Bcc: Ryan Altomare <rjaltomare15@gmail.com>

Nick,

Thanks for you email. I'm confirming the availability of a conference room for Mr. Sweeney's deposition so either the 17th or 24th will work. Let me just confirm with our court reporter but please hold those two dates. With regards to RFPs 6-8 can you clarify what you mean? I'm a little confused. Is it your position you will provide the documents after a protective order is in place or is it your position that you will only provide documents related to the "jokes at issue"? In your email you stated "We disagree that Plaintiff's Interrogatory Requests Nos. 4 and 7, and RFP Nos. 6-8, are relevant without limitation. Specifically we do not see how jokes unrelated to the jokes at issue are relevant, nor how the identification of Conaco staff who had no involvement with the jokes at issue are relevant." My understanding is that you believe that documents related to the "jokes at issue" and people associated with the jokes at issue are the only information that is relevant.

Just to be clear, as I mentioned to you, all the writers for your client's show are relevant because my client may know other writers who he either follow my client or my client may follow them. This goes to the issue of access. Further, you have requested all materials and jokes that my client has written unrelated to the jokes at issue but at the same time you don't agree all jokes submitted by Comers, Kiley and Kutner are relevant. Again, jokes submitted even if they aren't the jokes at issue are relevant to access. If you are not going to be providing any information related to RFP Nos. 6-8 then I will need to postpone Kiley and Kutner's deposition until this is sorted out.

With regards to the financial information. I reviewed your case law. I am happy to limit the gross revenue information for TBS, Conanco, Time Warner, Conan O'Brien, Mike Sweeney and Jeff Ross related only to the "Conan" Show. Please provide me with gross reveune and/or salary/bonuses you clients received related only to the "Conan" Show in 2015. With respect to the writers, I believe we are entitled to what the writers who allegedly wrote the jokes at issue made as well as what other writers on the staff made. This is relevant to establish my client's actual damages or the fair value of what writers are being paid. I believe we are entitled to what Mr. Comers, Mr. Kiley and what Mr. Kutner make as they are allegedly the writers of the jokes at issue. With respect to the other writers on the show, we do not need to know what each writer made, a list of their salaries or what they make from the Conan show should suffice with names redacted. Again, this is relevant to establish what writers for Conan are being paid per year.

As promised I will have you supplemental responses to your office by tomorrow.

Jayson M. Lorenzo, Esq.
L.L.M. with Concentration in Intellectual Property

2794 Gateway Road, Suite 116
Carlsbad, CA 92009
760-517-6646
jmlorenzo.esq@gmail.com

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EXHIBIT F



Jayson Lorenzo <jmlorenzo.esq@gmail.com>

Kaseberg v. Conaco, et al.

Nick Huskins <nhuskins@glaserweil.com>

Wed, Jun 1, 2016 at 8:29 PM

To: Jayson Lorenzo <jmlorenzo.esq@gmail.com>, Erica Van Loon <evanloon@glaserweil.com>, Lorie Mallari <lorie.mallari@gmail.com>

Jayson,

Yes, we will produce documents responsive to your RFPs to Conaco on or before June 20, 2016, as agreed during our meet and confer. The production will be subject to our objections.

In response to your email from yesterday, yes, it is our position that with respect to Plaintiff's Interrogatory Nos. 4-7 and RFPs to Conaco Nos. 6-8, relevant information responsive to those requests is limited to the jokes at issue and those associated with the jokes at issue. We understand your position, but our position has not changed. If you intend on postponing Mr. Kiley and Mr. Kutner's deposition, please propose anticipated dates so we can communicate them to our client and check availability.

Also, we cannot agree to your proposed limitation concerning financial information. To reiterate, there is no connection between the Conan show's revenue generated in 2015 or the annual salary and bonuses of the writers of the show, and the use of a single joke in the show's monologue. Nor is there a practical way to extrapolate the value of a single joke from that information.

Regards,

Nick

From: Jayson Lorenzo [mailto:jmlorenzo.esq@gmail.com]

Sent: Wednesday, June 1, 2016 6:37 PM

To: Nick Huskins; Erica Van Loon; Lorie Mallari

Subject: Kaseberg v. Conaco, et al.

Nick,

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EXHIBIT G

Jayson M. Lorenzo, Esq. SBN 216973
Attorney at Law
2794 Gateway Road
Carlsbad, CA 92009
Tel. (760) 517-6646
Fax (760) 520-7900

Attorney for Plaintiff
ROBERT ALEXANDER KASEBERG

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

ROBERT ALEXANDER KASEBERG,

Plaintiff,

vs.

MIKE SWEENEY,

Defendant.

Case No. 15-CV-01637-JLS-DHB

**PLAINTIFFS INTERROGATORIES TO
DEFENDANT MIKE SWEENEY (SET ONE)**

PROPOUNDING PARTY: PLAINTIFF ROBERT ALEXANDER KASEBERG

RESPONDING PARTY: DEFENDANT MIKE SWEENEY

SET NO.: ONE

PLAINTIFF ROBERT ALEXANDER KASEBERG ("PLAINTIFF") propound the following Interrogatories on DEFENDANT MIKE SWEENEY ("DEFENDANT"). PLAINTIFF

1 requests that the responding party respond in writing, and under oath, to the following
2 interrogatories within 30 days of the service of these requests.

3 DEFINITIONS

4 A. As used herein, the term "DOCUMENT" or "DOCUMENTS" means any written,
5 recorded or graphic matter, however produced or reproduced, or "writing" of any kind, including, but
6 not limited to, correspondence, memoranda, reports, studies, analyses, contracts, agreements, invoices,
7 charts, graphs, indices, data sheets, data processing cards or tapes, notes, work papers, entries, letters,
8 telegrams, forms, advertisements, brochures, circulars, tapes, records, bulletins, papers, books, maps,
9 drawings, accounts, photographs, transcriptions, recordings, magnetic tapes, disks, imprinted cards,
10 minutes and records of meetings, reports, financial statements, (including, but not limited to, income
11 statements, balance sheets, and statements of changes in financial position) financial calculations,
12 estimates, transactional documents, promissory notes, deeds of trust, closing statements, escrow
13 documents, title documents, security agreements, bonds, letters of credit, reports of telephone or oral
14 conversations, appointment books, calendars or diaries, and includes, but is not limited to, the term
15 "writing", including any and all "handwriting, typewriting, printing, photostating, photographing, and
16 every other means of recording upon any tangible thing any form of communication or representation,
17 including letters, words, pictures, sounds, or symbols, or combinations thereof." "DOCUMENT" or
18 "DOCUMENTS" includes all drafts and all finalized and/or executed writings, and includes all
19 electronic recordings of any information whether that information is electronic mail or other form of
20 electronic means of preserving information and/or is stored on a "hard" disk, 5 ¼" or 3 ½" disk, laser
21 disk, magnetic or other tape, personal computer or mainframe computer. If YOU do not have custody
22 or control of the original, the term "DOCUMENT" or "DOCUMENTS" shall also include any carbon
23 or photograph or any other copies, telephone messages, reproductions or facsimiles thereof. If YOU
24 have custody or control of the original and copies, reproduction or facsimiles, the term "DOCUMENT"
25 or "DOCUMENTS" shall mean the original of any copy or reproduction or facsimile that is in any way
26 different from the original.

27 B. As used herein, "COMPLAINT" refers to the complaint filed by PLAINTIFF in this
28 case.

1 C. As used herein, "DENIAL" refers to denials made in YOUR answer to the
2 COMPLAINT.

3 D. As used herein, "PLAINTIFF" refers to Plaintiff ROBERT ALEXANDER
4 KASEBERG.

5 E. As used herein, "DEFENDANT" refers to Defendant MIKE SWEENEY.

6 F. As used herein, "INCIDENT" refers to the circumstances and events described in
7 PLAINTIFF's Complaint.

8 G. As used herein, "IDENTIFY ALL WITNESSES" shall mean by name, last known
9 address and last known telephone number.

10 H. As used herein, the terms "YOU" and "YOUR" refers to DEFENDANT, individually
11 and collectively, and his or her, its or their affiliates and parent company and anyone acting on their,
12 her or its behalf, including, but not limited to, past and present officers, directors, shareholders, agents,
13 employees, representatives, affiliates, attorneys, accountants, investigators, or anyone else acting in
14 their, her or its interest, on their, her or its behalf, or at their, her or its request, and each of them.

15 I. As used herein, the term "PERSON" includes ANY natural person, firm, association,
16 organization, partnership, business, trust, corporation, limited liability company, joint venture or public
17 entity.

18 J. As used herein, the terms "RELATE TO," "RELATES TO," "RELATED TO," and/or
19 "RELATING TO" mean discuss, support, refute, reflect, mention, embody, pertain to, involve,
20 comprise, respond to, concern, contain, summarize, memorialize, evidence, refer to, or connect in any
21 way legally, factually or logically with, the matter therein.

22 K. As used herein, "COMMUNICATION" or "COMMUNICATIONS" include ANY
23 contacts between or among two or more PERSONS, and includes without limitation, written contact by
24 such means as letters, memoranda, telegrams, telexes, electronic mail or any other DOCUMENTS, and
25 oral contact by such means as face-to-face meetings and telephone conversations.

26 L. As used herein, the term "ANY" as well as "ALL" shall be construed to include "each"
27 and "every" within their meanings.

1 M. Whenever used herein, "and" is to be understood to mean "or," and vice versa,
2 whenever such construction results in a broader request for information.


3 **INTERROGATORIES**

4 **INTERROGATORY NO. 1.** Please IDENTIFY YOUR annual gross revenues in 2015.

5 **INTERROGATORY NO. 2.** Please IDENTIFY ALL WITNESSES and PERSONS who calculate
6 and/or determine YOUR annual gross revenues in 2015.

7 **INTERROGATORY NO. 3.** Please IDENTIFY ALL DOCUMENTS that RELATE TO YOUR
8 annual gross revenues in 2015.

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11 Dated: 8/14/2016

By: 
JAYSON M. LORENZO
Attorney for PLAINTIFF

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EXHIBIT H

Jayson M. Lorenzo, Esq. SBN 216973
Attorney at Law
2794 Gateway Road
Carlsbad, CA 92009
Tel. (760) 517-6646
Fax (760) 520-7900

Attorney for Plaintiff
ROBERT ALEXANDER KASEBERG

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

ROBERT ALEXANDER KASEBERG,

Plaintiff,

vs.

CONAN O'BRIEN,

Defendant.

Case No. 15-CV-01637-JLS-DHB

**PLAINTIFFS INTERROGATORIES TO
DEFENDANT CONAN O'BRIEN (SET ONE)**

PROPOUNDING PARTY: PLAINTIFF ROBERT ALEXANDER KASEBERG

RESPONDING PARTY: DEFENDANT CONAN O'BRIEN

SET NO.: ONE

PLAINTIFF ROBERT ALEXANDER KASEBERG ("PLAINTIFF") propound the following Interrogatories on DEFENDANT CONAN O'BRIEN ("DEFENDANT"). PLAINTIFF

1 requests that the responding party respond in writing, and under oath, to the following
2 interrogatories within 30 days of the service of these requests.

3 DEFINITIONS

4 A. As used herein, the term "DOCUMENT" or "DOCUMENTS" means any written,
5 recorded or graphic matter, however produced or reproduced, or "writing" of any kind, including, but
6 not limited to, correspondence, memoranda, reports, studies, analyses, contracts, agreements, invoices,
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8 telegrams, forms, advertisements, brochures, circulars, tapes, records, bulletins, papers, books, maps,
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10 minutes and records of meetings, reports, financial statements, (including, but not limited to, income
11 statements, balance sheets, and statements of changes in financial position) financial calculations,
12 estimates, transactional documents, promissory notes, deeds of trust, closing statements, escrow
13 documents, title documents, security agreements, bonds, letters of credit, reports of telephone or oral
14 conversations, appointment books, calendars or diaries, and includes, but is not limited to, the term
15 "writing", including any and all "handwriting, typewriting, printing, photostating, photographing, and
16 every other means of recording upon any tangible thing any form of communication or representation,
17 including letters, words, pictures, sounds, or symbols, or combinations thereof." "DOCUMENT" or
18 "DOCUMENTS" includes all drafts and all finalized and/or executed writings, and includes all
19 electronic recordings of any information whether that information is electronic mail or other form of
20 electronic means of preserving information and/or is stored on a "hard" disk, 5 ¼" or 3 ½" disk, laser
21 disk, magnetic or other tape, personal computer or mainframe computer. If YOU do not have custody
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25 or "DOCUMENTS" shall mean the original of any copy or reproduction or facsimile that is in any way
26 different from the original.

27 B. As used herein, "COMPLAINT" refers to the complaint filed by PLAINTIFF in this
28 case.

1 C. As used herein, "DENIAL" refers to denials made in YOUR answer to the
2 COMPLAINT.

3 D. As used herein, "PLAINTIFF" refers to Plaintiff ROBERT ALEXANDER
4 KASEBERG.

5 E. As used herein, "DEFENDANT" refers to Defendant CONAN O'BRIEN.

6 F. As used herein, "INCIDENT" refers to the circumstances and events described in
7 PLAINTIFF's Complaint.

8 G. As used herein, "IDENTIFY ALL WITNESSES" shall mean by name, last known
9 address and last known telephone number.

10 H. As used herein, the terms "YOU" and "YOUR" refers to DEFENDANT, individually
11 and collectively, and his or her, its or their affiliates and parent company and anyone acting on their,
12 her or its behalf, including, but not limited to, past and present officers, directors, shareholders, agents,
13 employees, representatives, affiliates, attorneys, accountants, investigators, or anyone else acting in
14 their, her or its interest, on their, her or its behalf, or at their, her or its request, and each of them.

15 I. As used herein, the term "PERSON" includes ANY natural person, firm, association,
16 organization, partnership, business, trust, corporation, limited liability company, joint venture or public
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18 J. As used herein, the terms "RELATE TO," "RELATES TO," "RELATED TO," and/or
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20 comprise, respond to, concern, contain, summarize, memorialize, evidence, refer to, or connect in any
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26 L. As used herein, the term "ANY" as well as "ALL" shall be construed to include "each"
27 and "every" within their meanings.

1 M. Whenever used herein, "and" is to be understood to mean "or," and vice versa,
2 whenever such construction results in a broader request for information.

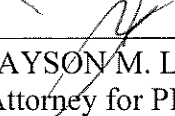
3 **INTERROGATORIES**

4 **INTERROGATORY NO. 1.** Please IDENTIFY YOUR annual gross revenues in 2015.

5 **INTERROGATORY NO. 2.** Please IDENTIFY ALL WITNESSES and PERSONS who calculate
6 and/or determine YOUR annual gross revenues in 2015.

7 **INTERROGATORY NO. 3.** Please IDENTIFY ALL DOCUMENTS that RELATE TO YOUR
8 annual gross revenues in 2015.

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11 Dated: 3/14/2016

By: 
JAYSON M. LORENZO
Attorney for PLAINTIFF

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EXHIBIT I

Jayson M. Lorenzo, Esq. SBN 216973
Attorney at Law
2794 Gateway Road
Carlsbad, CA 92009
Tel. (760) 517-6646
Fax (760) 520-7900

Attorney for Plaintiff
ROBERT ALEXANDER KASEBERG

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

ROBERT ALEXANDER KASEBERG,

Plaintiff,

vs.

JEFF ROSS,

Defendant.

Case No. 15-CV-01637-JLS-DHB

**PLAINTIFFS INTERROGATORIES TO
DEFENDANT JEFF ROSS (SET ONE)**

PROPOUNDING PARTY: PLAINTIFF ROBERT ALEXANDER KASEBERG

RESPONDING PARTY: DEFENDANT JEFF ROSS

SET NO.: ONE

PLAINTIFF ROBERT ALEXANDER KASEBERG ("PLAINTIFF") propound the following Interrogatories on DEFENDANT JEFF ROSS ("DEFENDANT"). PLAINTIFF requests

1 that the responding party respond in writing, and under oath, to the following interrogatories within
2 30 days of the service of these requests.

3 **DEFINITIONS**

4 A. As used herein, the term "DOCUMENT" or "DOCUMENTS" means any written,
5 recorded or graphic matter, however produced or reproduced, or "writing" of any kind, including, but
6 not limited to, correspondence, memoranda, reports, studies, analyses, contracts, agreements, invoices,
7 charts, graphs, indices, data sheets, data processing cards or tapes, notes, work papers, entries, letters,
8 telegrams, forms, advertisements, brochures, circulars, tapes, records, bulletins, papers, books, maps,
9 drawings, accounts, photographs, transcriptions, recordings, magnetic tapes, disks, imprinted cards,
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12 estimates, transactional documents, promissory notes, deeds of trust, closing statements, escrow
13 documents, title documents, security agreements, bonds, letters of credit, reports of telephone or oral
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15 "writing", including any and all "handwriting, typewriting, printing, photostating, photographing, and
16 every other means of recording upon any tangible thing any form of communication or representation,
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24 have custody or control of the original and copies, reproduction or facsimiles, the term "DOCUMENT"
25 or "DOCUMENTS" shall mean the original of any copy or reproduction or facsimile that is in any way
26 different from the original.

27 B. As used herein, "COMPLAINT" refers to the complaint filed by PLAINTIFF in this
28 case.

1 C. As used herein, "DENIAL" refers to denials made in YOUR answer to the
2 COMPLAINT.

3 D. As used herein, "PLAINTIFF" refers to Plaintiff ROBERT ALEXANDER
4 KASEBERG.

5 E. As used herein, "DEFENDANT" refers to Defendant JEFF ROSS.

6 F. As used herein, "INCIDENT" refers to the circumstances and events described in
7 PLAINTIFF's Complaint.

8 G. As used herein, "IDENTIFY ALL WITNESSES" shall mean by name, last known
9 address and last known telephone number.

10 H. As used herein, the terms "YOU" and "YOUR" refers to DEFENDANT, individually
11 and collectively, and his or her, its or their affiliates and parent company and anyone acting on their,
12 her or its behalf, including, but not limited to, past and present officers, directors, shareholders, agents,
13 employees, representatives, affiliates, attorneys, accountants, investigators, or anyone else acting in
14 their, her or its interest, on their, her or its behalf, or at their, her or its request, and each of them.

15 I. As used herein, the term "PERSON" includes ANY natural person, firm, association,
16 organization, partnership, business, trust, corporation, limited liability company, joint venture or public
17 entity.

18 J. As used herein, the terms "RELATE TO," "RELATES TO," "RELATED TO," and/or
19 "RELATING TO" mean discuss, support, refute, reflect, mention, embody, pertain to, involve,
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25 oral contact by such means as face-to-face meetings and telephone conversations.

26 L. As used herein, the term "ANY" as well as "ALL" shall be construed to include "each"
27 and "every" within their meanings.

1 M. Whenever used herein, "and" is to be understood to mean "or," and vice versa,
2 whenever such construction results in a broader request for information.

3 **INTERROGATORIES**

4 **INTERROGATORY NO. 1.** Please IDENTIFY YOUR annual gross revenues in 2015.

5 **INTERROGATORY NO. 2.** Please IDENTIFY ALL WITNESSES and PERSONS who calculate
6 and/or determine YOUR annual gross revenues in 2015.

7 **INTERROGATORY NO. 3.** Please IDENTIFY ALL DOCUMENTS that RELATE TO YOUR
8 annual gross revenues in 2015.

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11 Dated: 3/14/2016

By: 
JAYSON M. LORENZO
Attorney for PLAINTIFF

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EXHIBIT J

Jayson M. Lorenzo, Esq. SBN 216973
Attorney at Law
2794 Gateway Road
Carlsbad, CA 92009
Tel. (760) 517-6646
Fax (760) 520-7900

Attorney for Plaintiff
ROBERT ALEXANDER KASEBERG

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

ROBERT ALEXANDER KASEBERG,

Plaintiff,

vs.

CONACO, LLC,

Defendant.

Case No. 15-CV-01637-JLS-DHB

**PLAINTIFFS INTERROGATORIES TO
DEFENDANT CONACO, LLC (SET ONE)**

PROPOUNDING PARTY: PLAINTIFF ROBERT ALEXANDER KASEBERG

RESPONDING PARTY: DEFENDANT CONACO, LLC

SET NO.: ONE

PLAINTIFF ROBERT ALEXANDER KASEBERG ("PLAINTIFF") propound the following Interrogatories on DEFENDANT CONACO, LLC ("DEFENDANT"). PLAINTIFF

1 requests that the responding party respond in writing, and under oath, to the following
2 interrogatories within 30 days of the service of these requests.

3 **DEFINITIONS**

4 A. As used herein, the term "DOCUMENT" or "DOCUMENTS" means any written,
5 recorded or graphic matter, however produced or reproduced, or "writing" of any kind, including, but
6 not limited to, correspondence, memoranda, reports, studies, analyses, contracts, agreements, invoices,
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14 conversations, appointment books, calendars or diaries, and includes, but is not limited to, the term
15 "writing", including any and all "handwriting, typewriting, printing, photostating, photographing, and
16 every other means of recording upon any tangible thing any form of communication or representation,
17 including letters, words, pictures, sounds, or symbols, or combinations thereof." "DOCUMENT" or
18 "DOCUMENTS" includes all drafts and all finalized and/or executed writings, and includes all
19 electronic recordings of any information whether that information is electronic mail or other form of
20 electronic means of preserving information and/or is stored on a "hard" disk, 5 ¼" or 3 ½" disk, laser
21 disk, magnetic or other tape, personal computer or mainframe computer. If YOU do not have custody
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25 or "DOCUMENTS" shall mean the original of any copy or reproduction or facsimile that is in any way
26 different from the original.

27 B. As used herein, "COMPLAINT" refers to the complaint filed by PLAINTIFF in this
28 case.

1 C. As used herein, "DENIAL" refers to denials made in YOUR answer to the
2 COMPLAINT.

3 D. As used herein, "PLAINTIFF" refers to Plaintiff ROBERT ALEXANDER
4 KASEBERG.

5 E. As used herein, "DEFENDANT" refers to Defendant CONACO, LLC.

6 F. As used herein, "INCIDENT" refers to the circumstances and events described in
7 PLAINTIFF's Complaint.

8 G. As used herein, "IDENTIFY ALL WITNESSES" shall mean by name, last known
9 address and last known telephone number.

10 H. As used herein, the terms "YOU" and "YOUR" refers to DEFENDANT, individually
11 and collectively, and his or her, its or their affiliates and parent company and anyone acting on their,
12 her or its behalf, including, but not limited to, past and present officers, directors, shareholders, agents,
13 employees, representatives, affiliates, attorneys, accountants, investigators, or anyone else acting in
14 their, her or its interest, on their, her or its behalf, or at their, her or its request, and each of them.

15 I. As used herein, the term "PERSON" includes ANY natural person, firm, association,
16 organization, partnership, business, trust, corporation, limited liability company, joint venture or public
17 entity.

18 J. As used herein, the terms "RELATE TO," "RELATES TO," "RELATED TO," and/or
19 "RELATING TO" mean discuss, support, refute, reflect, mention, embody, pertain to, involve,
20 comprise, respond to, concern, contain, summarize, memorialize, evidence, refer to, or connect in any
21 way legally, factually or logically with, the matter therein.

22 K. As used herein, "COMMUNICATION" or "COMMUNICATIONS" include ANY
23 contacts between or among two or more PERSONS, and includes without limitation, written contact by
24 such means as letters, memoranda, telegrams, telexes, electronic mail or any other DOCUMENTS, and
25 oral contact by such means as face-to-face meetings and telephone conversations.

26 L. As used herein, the term "ANY" as well as "ALL" shall be construed to include "each"
27 and "every" within their meanings.

1 M. Whenever used herein, "and" is to be understood to mean "or," and vice versa,
2 whenever such construction results in a broader request for information.

3 INTERROGATORIES

4 INTERROGATORY NO. 1. Please IDENTIFY YOUR annual gross revenues in 2015.

5 INTERROGATORY NO. 2. Please IDENTIFY ALL WITNESSES and PERSONS who calculate
6 and/or determine YOUR annual gross revenues in 2015.

7 INTERROGATORY NO. 3. Please IDENTIFY ALL DOCUMENTS that RELATE TO YOUR
8 annual gross revenues in 2015.

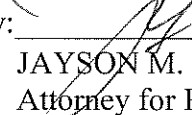
9 INTERROGATORY NO. 4. Please IDENTIFY the names of all persons on YOUR writing staff
10 including any and writing staff interns within the last five years.

11 INTERROGATORY NO. 5. For each person listed in INTERROGATORY NO. 4 please provide
12 the gross revenue or annual salary of each person listed in 2015.

13 INTERROGATORY NO. 6. Please IDENTIFY the person most knowledgeable regarding the
14 writing, submission and use of jokes on YOUR "CONAN" show monologue in 2015.

15 INTERROGATORY NO. 7. Please IDENTIFY the names of all person on YOUR writing staff
16 including any and writing staff interns who have submitted material or jokes for YOUR "CONAN"
17 show monologue in the last three years.

18
19
20 Dated: 3/14/2016

By: 
JAYSON M. LORENZO
Attorney for PLAINTIFF

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EXHIBIT K

Jayson M. Lorenzo, Esq. SBN 216973
Attorney at Law
2794 Gateway Road
Carlsbad, CA 92009
Tel. (760) 517-6646
Fax (760) 520-7900

Attorney for Plaintiff
ROBERT ALEXANDER KASEBERG

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

ROBERT ALEXANDER KASEBERG,

Plaintiff,

VS.

TURNER BROADCASTING SYSTEM,

Defendant.

Case No. 15-CV-01637-JLS-DHB

**PLAINTIFFS INTERROGATORIES TO
DEFENDANT TURNER BROADCASTING
SYSTYEM (SET ONE)**

PROPOUNDING PARTY: PLAINTIFF ROBERT ALEXANDER KASEBERG

RESPONDING PARTY: DEFENDANT TURNER BROADCASTING SYSTEM

SET NO.: ONE

PLAINTIFF ROBERT ALEXANDER KASEBERG (“PLAINTIFF”) propound the following Interrogatories on DEFENDANT TURNER BROADCASTING SYSTEM

1 ("DEFENDANT"). PLAINTIFF requests that the responding party respond in writing, and under
 2 oath, to the following interrogatories within 30 days of the service of these requests.

3 DEFINITIONS

4 A. As used herein, the term "DOCUMENT" or "DOCUMENTS" means any written,
 5 recorded or graphic matter, however produced or reproduced, or "writing" of any kind, including, but
 6 not limited to, correspondence, memoranda, reports, studies, analyses, contracts, agreements, invoices,
 7 charts, graphs, indices, data sheets, data processing cards or tapes, notes, work papers, entries, letters,
 8 telegrams, forms, advertisements, brochures, circulars, tapes, records, bulletins, papers, books, maps,
 9 drawings, accounts, photographs, transcriptions, recordings, magnetic tapes, disks, imprinted cards,
 10 minutes and records of meetings, reports, financial statements, (including, but not limited to, income
 11 statements, balance sheets, and statements of changes in financial position) financial calculations,
 12 estimates, transactional documents, promissory notes, deeds of trust, closing statements, escrow
 13 documents, title documents, security agreements, bonds, letters of credit, reports of telephone or oral
 14 conversations, appointment books, calendars or diaries, and includes, but is not limited to, the term
 15 "writing", including any and all "handwriting, typewriting, printing, photostating, photographing, and
 16 every other means of recording upon any tangible thing any form of communication or representation,
 17 including letters, words, pictures, sounds, or symbols, or combinations thereof." "DOCUMENT" or
 18 "DOCUMENTS" includes all drafts and all finalized and/or executed writings, and includes all
 19 electronic recordings of any information whether that information is electronic mail or other form of
 20 electronic means of preserving information and/or is stored on a "hard" disk, 5 ¼" or 3 ½" disk, laser
 21 disk, magnetic or other tape, personal computer or mainframe computer. If YOU do not have custody
 22 or control of the original, the term "DOCUMENT" or "DOCUMENTS" shall also include any carbon
 23 or photograph or any other copies, telephone messages, reproductions or facsimiles thereof. If YOU
 24 have custody or control of the original and copies, reproduction or facsimiles, the term "DOCUMENT"
 25 or "DOCUMENTS" shall mean the original of any copy or reproduction or facsimile that is in any way
 26 different from the original.

27 B. As used herein, "COMPLAINT" refers to the complaint filed by PLAINTIFF in this
 28 case.

1 C. As used herein, "DENIAL" refers to denials made in YOUR answer to the
2 COMPLAINT.

3 D. As used herein, "PLAINTIFF" refers to Plaintiff ROBERT ALEXANDER
4 KASEBERG.

5 E. As used herein, "DEFENDANT" refers to Defendant TURNER BROADCASTING
6 SYSTEM.

7 F. As used herein, "INCIDENT" refers to the circumstances and events described in
8 PLAINTIFF's Complaint.

9 G. As used herein, "IDENTIFY ALL WITNESSES" shall mean by name, last known
10 address and last known telephone number.

11 H. As used herein, the terms "YOU" and "YOUR" refers to DEFENDANT, individually
12 and collectively, and his or her, its or their affiliates and parent company and anyone acting on their,
13 her or its behalf, including, but not limited to, past and present officers, directors, shareholders, agents,
14 employees, representatives, affiliates, attorneys, accountants, investigators, or anyone else acting in
15 their, her or its interest, on their, her or its behalf, or at their, her or its request, and each of them.

16 I. As used herein, the term "PERSON" includes ANY natural person, firm, association,
17 organization, partnership, business, trust, corporation, limited liability company, joint venture or public
18 entity.

19 J. As used herein, the terms "RELATE TO," "RELATES TO," "RELATED TO," and/or
20 "RELATING TO" mean discuss, support, refute, reflect, mention, embody, pertain to, involve,
21 comprise, respond to, concern, contain, summarize, memorialize, evidence, refer to, or connect in any
22 way legally, factually or logically with, the matter therein.

23 K. As used herein, "COMMUNICATION" or "COMMUNICATIONS" include ANY
24 contacts between or among two or more PERSONS, and includes without limitation, written contact by
25 such means as letters, memoranda, telegrams, telexes, electronic mail or any other DOCUMENTS, and
26 oral contact by such means as face-to-face meetings and telephone conversations.

27 L. As used herein, the term "ANY" as well as "ALL" shall be construed to include "each"
28 and "every" within their meanings.

1 M. Whenever used herein, "and" is to be understood to mean "or," and vice versa,
2 whenever such construction results in a broader request for information.

3
4 **INTERROGATORIES**

5 **INTERROGATORY NO. 1.** Please IDENTIFY YOUR annual gross revenues in 2015.

6 **INTERROGATORY NO. 2.** Please IDENTIFY ALL WITNESSES and PERSONS who calculate
7 and/or determine YOUR annual gross revenues in 2015.

8 **INTERROGATORY NO. 3.** Please IDENTIFY ALL DOCUMENTS that RELATE TO YOUR
9 annual gross revenues in 2015.

10
11
12 Dated: 3/14/2016

13 By: 
14 JAYSON M. LORENZO
15 Attorney for PLAINTIFF
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EXHIBIT L

1 PLAINTIFF requests that the responding party respond in writing, and under oath, to the following
2 interrogatories within 30 days of the service of these requests.

3 **DEFINITIONS**

4 A. As used herein, the term "DOCUMENT" or "DOCUMENTS" means any written,
5 recorded or graphic matter, however produced or reproduced, or "writing" of any kind, including, but
6 not limited to, correspondence, memoranda, reports, studies, analyses, contracts, agreements, invoices,
7 charts, graphs, indices, data sheets, data processing cards or tapes, notes, work papers, entries, letters,
8 telegrams, forms, advertisements, brochures, circulars, tapes, records, bulletins, papers, books, maps,
9 drawings, accounts, photographs, transcriptions, recordings, magnetic tapes, disks, imprinted cards,
10 minutes and records of meetings, reports, financial statements, (including, but not limited to, income
11 statements, balance sheets, and statements of changes in financial position) financial calculations,
12 estimates, transactional documents, promissory notes, deeds of trust, closing statements, escrow
13 documents, title documents, security agreements, bonds, letters of credit, reports of telephone or oral
14 conversations, appointment books, calendars or diaries, and includes, but is not limited to, the term
15 "writing", including any and all "handwriting, typewriting, printing, photostating, photographing, and
16 every other means of recording upon any tangible thing any form of communication or representation,
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18 "DOCUMENTS" includes all drafts and all finalized and/or executed writings, and includes all
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21 disk, magnetic or other tape, personal computer or mainframe computer. If YOU do not have custody
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24 have custody or control of the original and copies, reproduction or facsimiles, the term "DOCUMENT"
25 or "DOCUMENTS" shall mean the original of any copy or reproduction or facsimile that is in any way
26 different from the original.

27 B. As used herein, "COMPLAINT" refers to the complaint filed by PLAINTIFF in this
28 case.

1 C. As used herein, "DENIAL" refers to denials made in YOUR answer to the
2 COMPLAINT.

3 D. As used herein, "PLAINTIFF" refers to Plaintiff ROBERT ALEXANDER
4 KASEBERG.

5 E. As used herein, "DEFENDANT" refers to Defendant TIME WARNER, INC.

6 F. As used herein, "INCIDENT" refers to the circumstances and events described in
7 PLAINTIFF's Complaint.

8 G. As used herein, "IDENTIFY ALL WITNESSES" shall mean by name, last known
9 address and last known telephone number.

10 H. As used herein, the terms "YOU" and "YOUR" refers to DEFENDANT, individually
11 and collectively, and his or her, its or their affiliates and parent company and anyone acting on their,
12 her or its behalf, including, but not limited to, past and present officers, directors, shareholders, agents,
13 employees, representatives, affiliates, attorneys, accountants, investigators, or anyone else acting in
14 their, her or its interest, on their, her or its behalf, or at their, her or its request, and each of them.

15 I. As used herein, the term "PERSON" includes ANY natural person, firm, association,
16 organization, partnership, business, trust, corporation, limited liability company, joint venture or public
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18 J. As used herein, the terms "RELATE TO," "RELATES TO," "RELATED TO," and/or
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26 L. As used herein, the term "ANY" as well as "ALL" shall be construed to include "each"
27 and "every" within their meanings.

1 M. Whenever used herein, "and" is to be understood to mean "or," and vice versa,
2 whenever such construction results in a broader request for information.

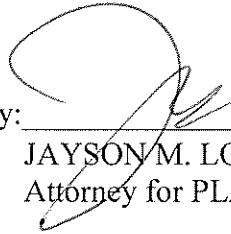
3 **INTERROGATORIES**

4 **INTERROGATORY NO. 1.** Please IDENTIFY YOUR annual gross revenues in 2015.

5 **INTERROGATORY NO. 2.** Please IDENTIFY ALL WITNESSES and PERSONS who calculate
6 and/or determine YOUR annual gross revenues in 2015.

7 **INTERROGATORY NO. 3.** Please IDENTIFY ALL DOCUMENTS that RELATE TO YOUR
8 annual gross revenues in 2015.

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11 Dated: 8/14/2016

By: 
JAYSON M. LORENZO
Attorney for PLAINTIFF

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EXHIBIT M

Jayson M. Lorenzo, Esq. SBN 216973
 Attorney at Law
 2794 Gateway Road
 Carlsbad, CA 92009
 Tel. (760) 517-6646
 Fax (760) 520-7900

Attorney for Plaintiff
 ROBERT ALEXANDER KASEBERG

**UNITED STATES DISTRICT COURT
 FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

ROBERT ALEXANDER KASEBERG,

Plaintiffs,

vs.

CONACO, LLC; TURNER BROADCASTING
 SYSTEM; TIME WARNER, INC.; CONAN
 O'BRIEN; JEFF ROSS; MIKE SWEENEY;
 DOES 1 – 10, inclusive,

Defendants.

Case No. 15-CV-01637-JLS-DHB

**PLAINTIFFS REQUEST FOR
 PRODUCTION OF DOCUMENTS AND
 THINGS TO DEFENDANT CONACO, LLC
 (SET ONE)**

PROPOUNDING PARTY: PLAINTIFF ROBERT ALEXANDER KASEBERG

RESPONDING PARTY: DEFENDANTS CONACO, LLC

SET NO.: ONE

Pursuant to Rule 34 of the Federal Rules of Civil Procedure PLAINTIFF ROBERT ALEXANDER KASEBERG ("Plaintiff") demands that within thirty (30) days of the service of these requests DEFENDANTS CONACO, LLC produce the following documents to Plaintiff's counsel. The

1 production and inspection shall continue from day to day thereafter, weekends and holidays excepted,
2 so long as reasonably required. All documents demanded shall either be produced as they are kept in
3 the usual course of business, or be organized and labeled to correspond with the categories contained
4 in this demand.

5 INSTRUCTIONS

6 A. Responding Party is hereby requested to serve a written response under oath within
7 thirty (30) days after service of this request. Such response is to include the following statements: (1)
8 whether inspection and copying or photocopying will be permitted; and (2) whether Responding Party
9 lacks the ability to comply. If Responding Party objects to the whole or any part of the request, specific
10 grounds for the objection must be stated in the response.

11 B. All originals and copies of the items requested, which are in the possession, custody
12 and/or control of responding party or are otherwise available to responding party, which are responsive
13 to the following requests, shall be produced and identified.

14 C. If any DOCUMENT (as defined below) herein requested was formerly in the
15 possession, custody and/or control of Responding Party and has been lost or destroyed, Responding
16 Party shall submit, in lieu of such DOCUMENT, a written statement which (1) describes in detail the
17 nature of the DOCUMENT and its contents, (2) identifies the person who prepared or authored the
18 DOCUMENT, (3) identifies the person to whom the DOCUMENT was sent, if applicable, (4)
19 specifies the date on which the DOCUMENT was prepared or transmitted, or both, (5) specifies, if
20 possible, the date on which the DOCUMENT was lost or destroyed, and (6) if destroyed, the
21 conditions of or reasons for such destruction and the person requesting or performing the destruction.

22 D. DOCUMENTS are to be produced either as they are kept in the usual course of business
23 or organized and labeled to correspond with the categories in this demand.

24 E. DOCUMENTS being produced shall be maintained in their original format.
25 Attachments to a document shall not be unfastened. DOCUMENTS shall not be scrambled or
26 otherwise jumbled and shall be produced in a way which preserves their identify.

27 F. Whenever the item being produced is a file, the folder or other container of it shall be
28 produced with it.

1 G. All DOCUMENTS requested herein refer to the time period beginning March 1, 2011.
2 up to and including the present, unless a particular demand defines a different time period.

3 H. Whenever a DOCUMENT falling within the request is withheld from production,
4 according to a claim of privilege or otherwise, you are requested to provide a listing of such
5 DOCUMENTS containing a description of the DOCUMENTS and a description of the claim of
6 privilege sufficient to enable propounding party to present a motion to the appropriate court to compel
7 production of same.

8 DEFINITIONS

9 A. As used herein, the term "DOCUMENT" or "DOCUMENTS" means any written,
10 recorded or graphic matter, however produced or reproduced, or "writing" of any kind, including, but
11 not limited to, correspondence, memoranda, reports, studies, analyses, contracts, agreements, invoices,
12 charts, graphs, indices, data sheets, data processing cards or tapes, notes, work papers, entries, letters,
13 telegrams, forms, advertisements, brochures, circulars, tapes, records, bulletins, papers, books, maps,
14 drawings, accounts, photographs, transcriptions, recordings, magnetic tapes, disks, imprinted cards,
15 minutes and records of meetings, reports, financial statements, (including, but not limited to, income
16 statements, balance sheets, and statements of changes in financial position) financial calculations,
17 estimates, transactional documents, promissory notes, deeds of trust, closing statements, escrow
18 documents, title documents, security agreements, bonds, letters of credit, reports of telephone or oral
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20 "writing", including any and all "handwriting, typewriting, printing, photostating, photographing, and
21 every other means of recording upon any tangible thing any form of communication or representation,
22 including letters, words, pictures, sounds, or symbols, or combinations thereof." "DOCUMENT" or
23 "DOCUMENTS" includes all drafts and all finalized and/or executed writings, and includes all
24 electronic recordings of any information whether that information is electronic mail or other form of
25 electronic means of preserving information and/or is stored on a "hard" disk, 5 ¼" or 3 ½" disk, laser
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27 or control of the original, the term "DOCUMENT" or "DOCUMENTS" shall also include any carbon
28 or photograph or any other copies, telephone messages, reproductions or facsimiles thereof. If YOU

1 have custody or control of the original and copies, reproduction or facsimiles, the term "DOCUMENT"
2 or "DOCUMENTS" shall mean the original of any copy or reproduction or facsimile that is in any way
3 different from the original.

4 B. As used herein, "COMPLAINT" refers to the complaint filed by PLAINTIFF in this
5 case.

6 C. As used herein, "DENIAL" refers to denials made in YOUR answer to the
7 COMPLAINT.

8 D. As used herein, "PLAINTIFF" refers to Plaintiff ROBERT ALEXANDER
9 KASEBERG.

10 E. As used herein, "DEFENDANT" refers to defendants CONACO, LLC.

11 F. As used herein, the terms "YOU" and "YOUR" refers to DEFENDANT, individually
12 and collectively, and his or her, its or their affiliates and parent company and anyone acting on their,
13 her or its behalf, including, but not limited to, past and present officers, directors, shareholders, agents,
14 employees, representatives, affiliates, attorneys, accountants, investigators, or anyone else acting in
15 their, her or its interest, on their, her or its behalf, or at their, her or its request, and each of them.

16 G. As used herein, the term "PERSON" includes ANY natural person, firm, association,
17 organization, partnership, business, trust, corporation, limited liability company, joint venture or public
18 entity.

19 H. As used herein, the terms "RELATE TO," "RELATES TO," "RELATED TO," and/or
20 "RELATING TO" mean discuss, support, refute, reflect, mention, embody, pertain to, involve,
21 comprise, respond to, concern, contain, summarize, memorialize, evidence, refer to, or connect in any
22 way legally, factually or logically with, the matter therein.

23 I. As used herein, "COMMUNICATION" or "COMMUNICATIONS" includes any
24 contacts between or among two or more PERSONS, and includes without limitation, written contact by
25 such means as letters, memoranda, telegrams, telexes, electronic mail or any other DOCUMENTS, and
26 oral contact by such means as face-to-face meetings and telephone conversations.

27 J. As used herein, the term "ANY" as well as "ALL" shall be construed to include "each"
28 and "every" within their meanings.

1 K. In these Requests, the terms "and" and "or" have both conjunctive and disjunctive
2 meanings so as to be inclusive of any documents which otherwise may be excluded from production.

3 L. In these Requests, the use of the singular includes the plural and the use of the plural
4 includes the singular, so as to be inclusive of any DOCUMENTS which may otherwise be excluded
5 from production.

6 **REQUESTS FOR PRODUCTION**

7 **REQUEST FOR PRODUCTION NO. 1.**

8 ANY and ALL DOCUMENTS, tangible things and other items that support, refute or in ANY
9 way RELATE TO YOUR DENIAL of the allegations in the COMPLAINT.

10 **REQUEST FOR PRODUCTION NO. 2.**

11 ANY and ALL DOCUMENTS that support, refute or RELATE TO ANY and ALL affirmative
12 defenses in your Answer.

13 **REQUEST FOR PRODUCTION NO. 3.**

14 ANY and ALL DOCUMENTS, tangible things and other items that RELATE TO YOUR
15 annual gross revenues in 2015.

16 **REQUEST FOR PRODUCTION NO. 4.**

17 ANY and ALL DOCUMENTS, tangible things and other items that RELATE TO YOUR
18 annual net profits in 2015.

19 **REQUEST FOR PRODUCTION NO. 5.**

20 ANY and ALL DOCUMENTS, tangible things and other items that RELATE TO amount paid
21 to each writer – whether staff, contract, or writers for the "CONAN" show in 2015.

22 **REQUEST FOR PRODUCTION NO. 6.**

23 ANY and ALL DOCUMENTS, including any and all emails, involving JOSH COMERS
24 regarding any and all jokes MR. COMERS submitted to you for use on the "CONAN" show
25 monologue in the last three years.

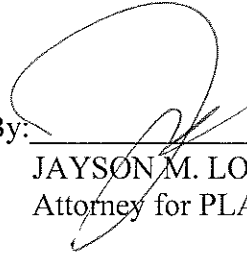
26 **REQUEST FOR PRODUCTION NO. 7.**

1 ANY and ALL DOCUMENTS, including any and all emails, involving BRIAN KILY
2 regarding any and all jokes MR. KILY submitted to you for use on the "CONAN" show monologue in
3 the last three years.

4 **REQUEST FOR PRODUCTION NO. 8.**

5 ANY and ALL DOCUMENTS, including any and all emails, involving ROB KUTNER
6 regarding any and all jokes MR. KUTNER submitted to you for use on the "CONAN" show
7 monologue in the last three years.

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9 Dated: 3/19/2016

By: 
JAYSON M. LORENZO
Attorney for PLAINTIFF

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EXHIBIT N

1 PATRICIA L. GLASER – State Bar No. 55668
 pglaser@glaserweil.com
 2 ERICA J. VAN LOON - State Bar No. 227712
 evanloon@glaserweil.com
 3 BRITTANY ELIAS - State Bar No. 305922
 belias@glaserweil.com
 4 GLASER WEIL FINK HOWARD
 AVCHEN & SHAPIRO LLP
 5 10250 Constellation Boulevard, 19th Floor
 Los Angeles, California 90067
 6 Telephone: (310) 553-3000
 Facsimile: (310) 556-2920
 7 *Attorneys for Defendants*

8 UNITED STATES DISTRICT COURT
 9 SOUTHERN DISTRICT OF CALIFORNIA

11 ROBERT ALEXANDER KASEBERG,

12 Plaintiff,

13 v.

14 CONACO, LLC, TURNER
 15 BROADCASTING SYSTEM, TIME
 WARNER, INC., CONAN O'BRIEN,
 16 JEFF ROSS, MIKE SWEENEY; DOES
 1-50, inclusive,

17 Defendants.
 18

CASE NO.: 15-CV-01637-JLS-DHB

Hon. Janis L. Sammartino

**MIKE SWEENEY'S OBJECTIONS
 AND RESPONSE TO
 PLAINTIFF'S
 INTERROGATORIES (SET ONE)**

20 PROPOUNDING PARTY: ROBERT ALEXANDER KASEBERG

21 RESPONDING PARTY: MIKE SWEENEY

22 SET NO.: ONE

23
 24 Pursuant to Fed. R. Civ. P. 26 and 33, Defendant Mike Sweeney ("Mr.
 25 Sweeney") hereby answers, objects, or otherwise responds to Plaintiff Robert
 26 Alexander Kaseberg's ("Plaintiff" or "Kaseberg") First Set of Interrogatories. Mr.
 27 Sweeney expressly reserves the right to supplement, amend, or correct these
 28 responses.

PRELIMINARY STATEMENT

These responses are made solely for the purpose of this action. Each answer is subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds which would require the exclusion of any statement herein if the Interrogatories were asked of, or any statements contained herein were made by, a witness present and testifying in Court, all of which objections and grounds are reserved and may be interposed at the time of trial.

Mr. Sweeney has not completed his investigation of the facts relating to this case and has not completed his preparation for trial. The following responses are based upon information presently available to Mr. Sweeney and are made without prejudice to Mr. Sweeney of the right to utilize subsequently discovered facts.

Except for explicit facts admitted herein, no incidental or implied admissions are intended hereby. The fact that Mr. Sweeney has answered any interrogatories should not be taken as an admission that Mr. Sweeney accepts or admits the existence of any facts set forth or assumed by such interrogatory, or that such response constitutes admissible evidence. The fact that Mr. Sweeney has answered part or all of any interrogatory is not intended and shall not be construed to be a waiver by Mr. Sweeney of all or any part of any objection to any interrogatory.

The Preliminary Statement is incorporated into each of the responses set forth below.

GENERAL OBJECTIONS

Mr. Sweeney generally objects to these Interrogatories on each and every one of the following grounds, which are incorporated into and made a part of Mr. Sweeney's response to each and every Interrogatory:

1. Mr. Sweeney objects to the extent the Interrogatories seek to impose obligations upon Mr. Sweeney not required by the Federal Rules of Civil Procedure, the Local Rules for the United States District Court for the Southern District of

1 California (“Local Rules”), or the Orders of this Court. Mr. Sweeney’s responses
2 shall be controlled by and comply with the requirements of the Federal Rules, the
3 Local Rules, and the Orders of this Court.

4 2. Mr. Sweeney objects to extent the Interrogatories seek information not
5 relevant to any claim or defense of a party, and expressly reserves all rights to
6 withhold information or documents on that basis alone or in conjunction with other
7 bases set forth herein.

8 3. Mr. Sweeney objects to the extent the Interrogatories are vague,
9 ambiguous, and incomprehensible. As drafted, the Interrogatories could require
10 responses and/or the production of documents that have no relationship to the facts
11 and issues in dispute and which are not reasonably calculated to lead to the discovery
12 of admissible evidence.

13 4. Mr. Sweeney objects to the Interrogatories and their accompanying
14 “Definitions” and “Instructions” as overly broad and unduly burdensome to the extent
15 that they seek information that exceeds the permissible scope of discovery and
16 information or documents that are neither relevant nor proportional to the needs of the
17 case.

18 5. Mr. Sweeney objects to the extent the Interrogatories call for information
19 which is confidential and proprietary, including trade secrets and sensitive financial
20 information, prior to the entry of a protective order in this action.

21 6. Mr. Sweeney objects to the extent the Interrogatories seek information
22 which is publicly available and/or equally available to Plaintiff and the burden of
23 obtaining the responsive information is substantially the same for Plaintiff as it is for
24 Mr. Sweeney.

25 7. Mr. Sweeney objects to the extent the Interrogatories are unreasonably
26 duplicative in nature, and/or designed to harass and increase costs, rather than reflect
27 a good faith effort at seeking relevant evidence.

28 8. Mr. Sweeney objects to the extent the Interrogatories call for the

disclosure of information subject to the attorney-client privilege, the attorney work-product doctrine, the joint-defense and/or common interest privilege, the right of privacy, or any other applicable privileges. Such information or documents shall not be provided in response to these interrogatories, and any inadvertent disclosure or production thereof shall not be deemed a waiver of any privilege or protection with respect to such information or documents.

9. Mr. Sweeney objects to the extent the Interrogatories seek documents or information from sources that are not reasonably accessible because of undue burden and cost.

10. Mr. Sweeney objects to the definition of “YOU” and “YOUR” as vague, ambiguous, overbroad, unduly burdensome, not relevant, and not likely to lead to the discovery of admissible evidence, to the extent they purport to require Mr. Sweeney to respond on behalf of persons or entities other than Mr. Sweeney. For purposes of his responses herein, Mr. Sweeney will interpret “YOU” and “YOUR” to refer solely to Mike Sweeney, the individual.

RESPONSES TO SPECIAL INTERROGATORIES

SPECIAL INTERROGATORY NO. 1:

Please IDENTIFY YOUR annual gross revenues in 2015.

RESPONSE TO SPECIAL INTERROGATORY NO. 1:

Mr. Sweeney incorporates by reference each of the foregoing General Objections as if fully set forth herein. Mr. Sweeney objects to the definition of “YOUR” as overbroad and vague and ambiguous. Mr. Sweeney will interpret “YOUR” to refer solely to Mike Sweeney, the individual. Mr. Sweeney further objects to the undefined term “annual gross revenues” as vague and ambiguous, insofar as Mr. Sweeney is an individual to whom revenue information is inapplicable. Mr. Sweeney further objects to this Interrogatory as oppressive, burdensome, and harassing to the extent it seeks financial information not kept in the ordinary course of business. Mr. Sweeney further objects to this Interrogatory to the extent that the

1 financial information sought in this Interrogatory is irrelevant to Plaintiff's claim for
 2 alleged damages as to four one-liner jokes. Mr. Sweeney further objects to this
 3 Interrogatory as overbroad, unduly burdensome, and harassing to the extent the
 4 proposed discovery seeks financial information which is not relevant to any party's
 5 claim or defense and is not proportional to the needs of the case, especially to the
 6 extent the Interrogatory relates to financial information not attributable to any alleged
 7 infringement. Mr. Sweeney further objects to this Interrogatory as seeking
 8 confidential financial information prior to the entry of a suitable protective order in
 9 this action. Mr. Sweeney further objects to this Interrogatory to the extent it seeks
 10 personal financial information subject to the attorney-client privilege, the attorney
 11 work-product doctrine, the joint-defense and/or common interest privilege, the right
 12 of privacy, or any other applicable privileges.

13 **INTERROGATORY NO. 2:**

14 Please IDENTIFY ALL WITNESSES and PERSONS who calculate and/or
 15 determine YOUR annual gross revenues in 2015.

16 **RESPONSE TO INTERROGATORY NO. 2:**

17 Mr. Sweeney incorporates by reference each of the foregoing General
 18 Objections as if fully set forth herein. Mr. Sweeney objects to the definition of
 19 "YOUR" as overbroad and vague and ambiguous. Mr. Sweeney will interpret
 20 "YOUR" to refer solely to Mike Sweeney, the individual. Mr. Sweeney further
 21 objects to the undefined term "annual gross revenues" as vague and ambiguous,
 22 insofar as Mr. Sweeney is an individual to whom revenue information is inapplicable.
 23 Mr. Sweeney further objects to this Interrogatory as oppressive, burdensome, and
 24 harassing to the extent it seeks information not kept in the ordinary course of
 25 business. Mr. Sweeney further objects to this Interrogatory to the extent that the
 26 financial information sought in this Interrogatory is irrelevant to Plaintiff's claim for
 27 alleged damages as to four one-liner jokes. Mr. Sweeney further objects to this
 28 Interrogatory as overbroad, unduly burdensome, and harassing to the extent the

1 proposed discovery seeks financial information which is not relevant to any party's
 2 claim or defense and is not proportional to the needs of the case, especially to the
 3 extent the Interrogatory relates to financial information not attributable to any alleged
 4 infringement. Mr. Sweeney further objects to this Interrogatory to the extent that it
 5 seeks information about the identities of individual non-parties, the disclosure of
 6 which may lead to the invasion of privacy, harassment, or unnecessary involvement
 7 of individuals who are non-parties.

8 **INTERROGATORY NO. 3:**

9 Please IDENTIFY ALL DOCUMENTS that RELATE TO YOUR annual gross
 10 revenues in 2015.

11 **RESPONSE TO INTERROGATORY NO. 3:**

12 Mr. Sweeney incorporates by reference each of the foregoing General
 13 Objections as if fully set forth herein. Mr. Sweeney objects to the definition of
 14 "YOUR" as overbroad and vague and ambiguous. Mr. Sweeney will interpret
 15 "YOUR" to refer solely to Mike Sweeney, the individual. Mr. Sweeney further
 16 objects to undefined term "annual gross revenues" as vague and ambiguous, insofar
 17 as Mr. Sweeney is an individual to whom revenue information is inapplicable. Mr.
 18 Sweeney further objects to this Interrogatory as oppressive, burdensome, and
 19 harassing to the extent it seeks information not kept in the ordinary course of
 20 business. Mr. Sweeney further objects to this Interrogatory to the extent that the
 21 financial information sought in this Interrogatory is irrelevant to Plaintiff's claim for
 22 alleged damages as to four one-liner jokes. Mr. Sweeney further objects to this
 23 Interrogatory as overbroad, unduly burdensome, and harassing to the extent the
 24 proposed discovery seeks financial information which is not relevant to any party's
 25 claim or defense and is not proportional to the needs of the case, especially to the
 26 extent the Interrogatory relates to financial information not attributable to any alleged
 27 infringement. Mr. Sweeney further objects to this Interrogatory to the extent it seeks
 28 the identification of "all documents" and not information proportional to the needs of

1 this case. Mr. Sweeney further objects to the extent that it seeks the identification of
 2 confidential information prior to the entry of a suitable protective order in this case.
 3 Mr. Sweeney further objects to this Interrogatory to the extent it seeks personal
 4 financial information subject to the attorney-client privilege, the attorney work-
 5 product doctrine, the joint-defense and/or common interest privilege, the right of
 6 privacy, or any other applicable privileges. Mr. Sweeney further objects to this
 7 Interrogatory to the extent it purports to require the identification of documents from
 8 sources that are not reasonably accessible because of undue burden and cost.

9
 10 DATED: April 18, 2016

GLASER WEIL FINK HOWARD
 AVCHEN & SHAPIRO LLP

11
 12 By: /s/ Erica J. Van Loon

13 PATRICIA L. GLASER

14 ERICA J. VAN LOON

15 BRITTANY ELIAS

16 *Attorneys for Defendants*
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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California; I am over the age of 18 and not a party to the within action; my business address is 10250 Constellation Boulevard, 19th Floor, Los Angeles, California 90067.

On April 18, 2016, I served the foregoing document(s) described as: **MIKE SWEENEY'S OBJECTIONS AND RESPONSE TO PLAINTIFF'S INTERROGATORIES (SET ONE)** on the interested parties to this action at the following address(es):

SEE ATTACHED LIST

☐ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in Los Angeles, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☐ **(BY ELECTRONIC SERVICE)** by causing the foregoing document(s) to be electronically filed using the Court's Electronic Filing System which constitutes service of the filed document(s) on the individual(s) listed on the attached mailing list.

☒ **(BY E-MAIL SERVICE)** I caused such document to be delivered electronically via e-mail to the e-mail address of the addressee(s) set forth in the attached service list.

☐ **(BY OVERNIGHT DELIVERY)** I served the foregoing document by FedEx, an express service carrier which provides overnight delivery, as follows: I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

☐ **(BY FACSIMILE)** I caused the above-referenced document to be transmitted to the interested parties via facsimile transmission to the fax number(s) as stated on the attached service list.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☒ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury that the above is true and correct.

Executed on April 18, 2016, at Los Angeles, California.

/s/ Nicholas E. Huskins
Nicholas E. Huskins

GlaserWeil

SERVICE LIST

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Attorney for Plaintiff
Robert Alexander Kaseberg

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EXHIBIT O

1 PATRICIA L. GLASER – State Bar No. 55668
 pglaser@glaserweil.com
 2 ERICA J. VAN LOON - State Bar No. 227712
 evanloon@glaserweil.com
 3 BRITTANY ELIAS - State Bar No. 305922
 belias@glaserweil.com
 4 GLASER WEIL FINK HOWARD
 AVCHEN & SHAPIRO LLP
 5 10250 Constellation Boulevard, 19th Floor
 Los Angeles, California 90067
 6 Telephone: (310) 553-3000
 Facsimile: (310) 556-2920
 7 *Attorneys for Defendants*

8 UNITED STATES DISTRICT COURT
 9 SOUTHERN DISTRICT OF CALIFORNIA
 10

11 ROBERT ALEXANDER KASEBERG,

12 Plaintiff,

13 v.

14 CONACO, LLC, TURNER
 15 BROADCASTING SYSTEM, TIME
 WARNER, INC., CONAN O'BRIEN,
 16 JEFF ROSS, MIKE SWEENEY; DOES
 1-50, inclusive,

17 Defendants.
 18

CASE NO.: 15-CV-01637-JLS-DHB

Hon. Janis L. Sammartino

**CONAN O'BRIEN'S OBJECTIONS
 AND RESPONSE TO
 PLAINTIFF'S
 INTERROGATORIES (SET ONE)**

19
 20 PROPOUNDING PARTY: ROBERT ALEXANDER KASEBERG

21 RESPONDING PARTY: CONAN O'BRIEN

22 SET NO.: ONE
 23

24 Pursuant to Fed. R. Civ. P. 26 and 33, Defendant Conan O'Brien ("Mr.
 25 O'Brien") hereby answers, objects, or otherwise responds to Plaintiff Robert
 26 Alexander Kaseberg's ("Plaintiff" or "Kaseberg") First Set of Interrogatories. Mr.
 27 O'Brien expressly reserves the right to supplement, amend, or correct these responses.
 28

PRELIMINARY STATEMENT

These responses are made solely for the purpose of this action. Each answer is subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds which would require the exclusion of any statement herein if the Interrogatories were asked of, or any statements contained herein were made by, a witness present and testifying in Court, all of which objections and grounds are reserved and may be interposed at the time of trial.

Mr. O'Brien has not completed his investigation of the facts relating to this case and has not completed his preparation for trial. The following responses are based upon information presently available to Mr. O'Brien and are made without prejudice to Mr. O'Brien of the right to utilize subsequently discovered facts.

Except for explicit facts admitted herein, no incidental or implied admissions are intended hereby. The fact that Mr. O'Brien has answered any interrogatories should not be taken as an admission that Mr. O'Brien accepts or admits the existence of any facts set forth or assumed by such interrogatory, or that such response constitutes admissible evidence. The fact that Mr. O'Brien has answered part or all of any interrogatory is not intended and shall not be construed to be a waiver by Mr. O'Brien of all or any part of any objection to any interrogatory.

The Preliminary Statement is incorporated into each of the responses set forth below.

GENERAL OBJECTIONS

Mr. O'Brien generally objects to these Interrogatories on each and every one of the following grounds, which are incorporated into and made a part of Mr. O'Brien's response to each and every Interrogatory:

1. Mr. O'Brien objects to the extent the Interrogatories seek to impose obligations upon Mr. O'Brien not required by the Federal Rules of Civil Procedure, the Local Rules for the United States District Court for the Southern District of

1 California (“Local Rules”), or the Orders of this Court. Mr. O’Brien’s responses shall
2 be controlled by and comply with the requirements of the Federal Rules, the Local
3 Rules, and the Orders of this Court.

4 2. Mr. O’Brien objects to extent the Interrogatories seek information not
5 relevant to any claim or defense of a party, and expressly reserves all rights to
6 withhold information or documents on that basis alone or in conjunction with other
7 bases set forth herein.

8 3. Mr. O’Brien objects to the extent the Interrogatories are vague,
9 ambiguous, and incomprehensible. As drafted, the Interrogatories could require
10 responses and/or the production of documents that have no relationship to the facts
11 and issues in dispute and which are not reasonably calculated to lead to the discovery
12 of admissible evidence.

13 4. Mr. O’Brien objects to the Interrogatories and their accompanying
14 “Definitions” and “Instructions” as overly broad and unduly burdensome to the extent
15 that they seek information that exceeds the permissible scope of discovery and
16 information or documents that are neither relevant nor proportional to the needs of the
17 case.

18 5. Mr. O’Brien objects to the extent the Interrogatories call for information
19 which is confidential and proprietary, including trade secrets and sensitive financial
20 information, prior to the entry of a protective order in this action.

21 6. Mr. O’Brien objects to the extent the Interrogatories seek information
22 which is publicly available and/or equally available to Plaintiff and the burden of
23 obtaining the responsive information is substantially the same for Plaintiff as it is for
24 Mr. O’Brien.

25 7. Mr. O’Brien objects to the extent the Interrogatories are unreasonably
26 duplicative in nature, and/or designed to harass and increase costs, rather than reflect
27 a good faith effort at seeking relevant evidence.

28 8. Mr. O’Brien objects to the extent the Interrogatories call for the

disclosure of information subject to the attorney-client privilege, the attorney work-product doctrine, the joint-defense and/or common interest privilege, the right of privacy, or any other applicable privileges. Such information or documents shall not be provided in response to these interrogatories, and any inadvertent disclosure or production thereof shall not be deemed a waiver of any privilege or protection with respect to such information or documents.

9. Mr. O'Brien objects to the extent the Interrogatories seek documents or information from sources that are not reasonably accessible because of undue burden and cost.

10. Mr. O'Brien objects to the definition of "YOU" and "YOUR" as vague, ambiguous, overbroad, unduly burdensome, not relevant, and not likely to lead to the discovery of admissible evidence, to the extent they purport to require Mr. O'Brien to respond on behalf of persons or entities other than Mr. O'Brien. For purposes of his responses herein, Mr. O'Brien will interpret "YOU" and "YOUR" to refer solely to Conan O'Brien, the individual.

RESPONSES TO SPECIAL INTERROGATORIES

SPECIAL INTERROGATORY NO. 1:

Please IDENTIFY YOUR annual gross revenues in 2015.

RESPONSE TO SPECIAL INTERROGATORY NO. 1:

Mr. O'Brien incorporates by reference each of the foregoing General Objections as if fully set forth herein. Mr. O'Brien objects to the definition of "YOUR" as overbroad and vague and ambiguous. Mr. O'Brien will interpret "YOUR" to refer solely to Conan O'Brien, the individual. Mr. O'Brien further objects to the undefined term "annual gross revenues" as vague and ambiguous, insofar as Mr. O'Brien is an individual to whom revenue information is inapplicable. Mr. O'Brien further objects to this Interrogatory as oppressive, burdensome, and harassing to the extent it seeks financial information not kept in the ordinary course of business. Mr. O'Brien further objects to this Interrogatory to the extent that the

1 financial information sought in this Interrogatory is irrelevant to Plaintiff's claim for
 2 alleged damages as to four one-liner jokes. Mr. O'Brien further objects to this
 3 Interrogatory as overbroad, unduly burdensome, and harassing to the extent the
 4 proposed discovery seeks financial information which is not relevant to any party's
 5 claim or defense and is not proportional to the needs of the case, especially to the
 6 extent the Interrogatory relates to financial information not attributable to any alleged
 7 infringement. Mr. O'Brien further objects to this Interrogatory as seeking
 8 confidential financial information prior to the entry of a suitable protective order in
 9 this action. Mr. O'Brien further objects to this Interrogatory to the extent it seeks
 10 personal financial information subject to the attorney-client privilege, the attorney
 11 work-product doctrine, the joint-defense and/or common interest privilege, the right
 12 of privacy, or any other applicable privileges.

13 **INTERROGATORY NO. 2:**

14 Please IDENTIFY ALL WITNESSES and PERSONS who calculate and/or
 15 determine YOUR annual gross revenues in 2015.

16 **RESPONSE TO INTERROGATORY NO. 2:**

17 Mr. O'Brien incorporates by reference each of the foregoing General
 18 Objections as if fully set forth herein. Mr. O'Brien objects to the definition of
 19 "YOUR" as overbroad and vague and ambiguous. Mr. O'Brien will interpret
 20 "YOUR" to refer solely to Conan O'Brien, the individual. Mr. O'Brien further
 21 objects to the undefined term "annual gross revenues" as vague and ambiguous,
 22 insofar as Mr. O'Brien is an individual to whom revenue information is inapplicable.
 23 Mr. O'Brien further objects to this Interrogatory as oppressive, burdensome, and
 24 harassing to the extent it seeks information not kept in the ordinary course of
 25 business. Mr. O'Brien further objects to this Interrogatory to the extent that the
 26 financial information sought in this Interrogatory is irrelevant to Plaintiff's claim for
 27 alleged damages as to four one-liner jokes. Mr. O'Brien further objects to this
 28 Interrogatory as overbroad, unduly burdensome, and harassing to the extent the

1 proposed discovery seeks financial information which is not relevant to any party's
 2 claim or defense and is not proportional to the needs of the case, especially to the
 3 extent the Interrogatory relates to financial information not attributable to any alleged
 4 infringement. Mr. O'Brien further objects to this Interrogatory to the extent that it
 5 seeks information about the identities of individual non-parties, the disclosure of
 6 which may lead to the invasion of privacy, harassment, or unnecessary involvement
 7 of individuals who are non-parties.

8 **INTERROGATORY NO. 3:**

9 Please IDENTIFY ALL DOCUMENTS that RELATE TO YOUR annual gross
 10 revenues in 2015.

11 **RESPONSE TO INTERROGATORY NO. 3:**

12 Mr. O'Brien incorporates by reference each of the foregoing General
 13 Objections as if fully set forth herein. Mr. O'Brien objects to the definition of
 14 "YOUR" as overbroad and vague and ambiguous. Mr. O'Brien will interpret
 15 "YOUR" to refer solely to Conan O'Brien, the individual. Mr. O'Brien further
 16 objects to undefined term "annual gross revenues" as vague and ambiguous, insofar
 17 as Mr. O'Brien is an individual to whom revenue information is inapplicable. Mr.
 18 O'Brien further objects to this Interrogatory as oppressive, burdensome, and harassing
 19 to the extent it seeks information not kept in the ordinary course of business. Mr.
 20 O'Brien further objects to this Interrogatory to the extent that the financial
 21 information sought in this Interrogatory is irrelevant to Plaintiff's claim for alleged
 22 damages as to four one-liner jokes. Mr. O'Brien further objects to this Interrogatory
 23 as overbroad, unduly burdensome, and harassing to the extent the proposed discovery
 24 seeks financial information which is not relevant to any party's claim or defense and
 25 is not proportional to the needs of the case, especially to the extent the Interrogatory
 26 relates to financial information not attributable to any alleged infringement. Mr.
 27 O'Brien further objects to this Interrogatory to the extent it seeks the identification of
 28 "all documents" and not information proportional to the needs of this case. Mr.

1 O'Brien further objects to the extent that it seeks the identification of confidential
2 information prior to the entry of a suitable protective order in this case. Mr. O'Brien
3 further objects to this Interrogatory to the extent it seeks personal financial
4 information subject to the attorney-client privilege, the attorney work-product
5 doctrine, the joint-defense and/or common interest privilege, the right of privacy, or
6 any other applicable privileges. Mr. O'Brien further objects to this Interrogatory to
7 the extent it purports to require the identification of documents from sources that are
8 not reasonably accessible because of undue burden and cost.

9
10 DATED: April 18, 2016

GLASER WEIL FINK HOWARD
AVCHEN & SHAPIRO LLP

11
12 By: /s/ Erica J. Van Loon

13 PATRICIA L. GLASER

14 ERICA J. VAN LOON

15 BRITTANY ELIAS

16 *Attorneys for Defendants*
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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California; I am over the age of 18 and not a party to the within action; my business address is 10250 Constellation Boulevard, 19th Floor, Los Angeles, California 90067.

On April 18, 2016, I served the foregoing document(s) described as: **CONAN O'BRIEN'S OBJECTIONS AND RESPONSE TO PLAINTIFF'S INTERROGATORIES (SET ONE)** on the interested parties to this action at the following address(es):

SEE ATTACHED LIST

- ☐ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in Los Angeles, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.
- ☐ **(BY ELECTRONIC SERVICE)** by causing the foregoing document(s) to be electronically filed using the Court's Electronic Filing System which constitutes service of the filed document(s) on the individual(s) listed on the attached mailing list.
- ☒ **(BY E-MAIL SERVICE)** I caused such document to be delivered electronically via e-mail to the e-mail address of the addressee(s) set forth in the attached service list.
- ☐ **(BY OVERNIGHT DELIVERY)** I served the foregoing document by FedEx, an express service carrier which provides overnight delivery, as follows: I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.
- ☐ **(BY FACSIMILE)** I caused the above-referenced document to be transmitted to the interested parties via facsimile transmission to the fax number(s) as stated on the attached service list.
- ☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).
- ☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- ☒ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury that the above is true and correct.

Executed on April 18, 2016, at Los Angeles, California.

/s/ Nicholas E. Huskins
Nicholas E. Huskins

SERVICE LIST

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Carlsbad, CA 92009
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Attorney for Plaintiff
Robert Alexander Kaseberg

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EXHIBIT P

1 PATRICIA L. GLASER – State Bar No. 55668
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 2 ERICA J. VAN LOON - State Bar No. 227712
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 3 BRITTANY ELIAS - State Bar No. 305922
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 5 10250 Constellation Boulevard, 19th Floor
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 6 Telephone: (310) 553-3000
 Facsimile: (310) 556-2920
 7 *Attorneys for Defendants*

8 UNITED STATES DISTRICT COURT
 9 SOUTHERN DISTRICT OF CALIFORNIA

11 ROBERT ALEXANDER KASEBERG,

12 Plaintiff,

13 v.

14 CONACO, LLC, TURNER
 15 BROADCASTING SYSTEM, TIME
 WARNER, INC., CONAN O'BRIEN,
 16 JEFF ROSS, MIKE SWEENEY; DOES
 1-50, inclusive,

17 Defendants.
 18

CASE NO.: 15-CV-01637-JLS-DHB

Hon. Janis L. Sammartino

**JEFF ROSS' OBJECTIONS AND
 RESPONSE TO PLAINTIFF'S
 INTERROGATORIES (SET ONE)**

20 PROPOUNDING PARTY: ROBERT ALEXANDER KASEBERG

21 RESPONDING PARTY: JEFF ROSS

22 SET NO.: ONE

23
 24 Pursuant to Fed. R. Civ. P. 26 and 33, Defendant Jeff Ross ("Mr. Ross") hereby
 25 answers, objects, or otherwise responds to Plaintiff Robert Alexander Kaseberg's
 26 ("Plaintiff" or "Kaseberg") First Set of Interrogatories. Mr. Ross expressly reserves
 27 the right to supplement, amend, or correct these responses.
 28

PRELIMINARY STATEMENT

These responses are made solely for the purpose of this action. Each answer is subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds which would require the exclusion of any statement herein if the Interrogatories were asked of, or any statements contained herein were made by, a witness present and testifying in Court, all of which objections and grounds are reserved and may be interposed at the time of trial.

Mr. Ross has not completed his investigation of the facts relating to this case and has not completed his preparation for trial. The following responses are based upon information presently available to Mr. Ross and are made without prejudice to Mr. Ross of the right to utilize subsequently discovered facts.

Except for explicit facts admitted herein, no incidental or implied admissions are intended hereby. The fact that Mr. Ross has answered any interrogatories should not be taken as an admission that Mr. Ross accepts or admits the existence of any facts set forth or assumed by such interrogatory, or that such response constitutes admissible evidence. The fact that Mr. Ross has answered part or all of any interrogatory is not intended and shall not be construed to be a waiver by Mr. Ross of all or any part of any objection to any interrogatory.

The Preliminary Statement is incorporated into each of the responses set forth below.

GENERAL OBJECTIONS

Mr. Ross generally objects to these Interrogatories on each and every one of the following grounds, which are incorporated into and made a part of Mr. Ross' response to each and every Interrogatory:

1. Mr. Ross objects to the extent the Interrogatories seek to impose obligations upon Mr. Ross not required by the Federal Rules of Civil Procedure, the Local Rules for the United States District Court for the Southern District of California

1 (“Local Rules”), or the Orders of this Court. Mr. Ross’ responses shall be controlled
2 by and comply with the requirements of the Federal Rules, the Local Rules, and the
3 Orders of this Court.

4 2. Mr. Ross objects to extent the Interrogatories seek information not
5 relevant to any claim or defense of a party, and expressly reserves all rights to
6 withhold information or documents on that basis alone or in conjunction with other
7 bases set forth herein.

8 3. Mr. Ross objects to the extent the Interrogatories are vague, ambiguous,
9 and incomprehensible. As drafted, the Interrogatories could require responses and/or
10 the production of documents that have no relationship to the facts and issues in
11 dispute and which are not reasonably calculated to lead to the discovery of admissible
12 evidence.

13 4. Mr. Ross objects to the Interrogatories and their accompanying
14 “Definitions” and “Instructions” as overly broad and unduly burdensome to the extent
15 that they seek information that exceeds the permissible scope of discovery and
16 information or documents that are neither relevant nor proportional to the needs of the
17 case.

18 5. Mr. Ross objects to the extent the Interrogatories call for information
19 which is confidential and proprietary, including trade secrets and sensitive financial
20 information, prior to the entry of a protective order in this action.

21 6. Mr. Ross objects to the extent the Interrogatories seek information which
22 is publicly available and/or equally available to Plaintiff and the burden of obtaining
23 the responsive information is substantially the same for Plaintiff as it is for Mr. Ross.

24 7. Mr. Ross objects to the extent the Interrogatories are unreasonably
25 duplicative in nature, and/or designed to harass and increase costs, rather than reflect
26 a good faith effort at seeking relevant evidence.

27 8. Mr. Ross objects to the extent the Interrogatories call for the disclosure
28 of information subject to the attorney-client privilege, the attorney work-product

1 doctrine, the joint-defense and/or common interest privilege, the right of privacy, or
 2 any other applicable privileges. Such information or documents shall not be provided
 3 in response to these interrogatories, and any inadvertent disclosure or production
 4 thereof shall not be deemed a waiver of any privilege or protection with respect to
 5 such information or documents.

6 9. Mr. Ross objects to the extent the Interrogatories seek documents or
 7 information from sources that are not reasonably accessible because of undue burden
 8 and cost.

9 10. Mr. Ross objects to the definition of “YOU” and “YOUR” as vague,
 10 ambiguous, overbroad, unduly burdensome, not relevant, and not likely to lead to the
 11 discovery of admissible evidence, to the extent they purport to require Mr. Ross to
 12 respond on behalf of persons or entities other than Mr. Ross. For purposes of his
 13 responses herein, Mr. Ross will interpret “YOU” and “YOUR” to refer solely to Jeff
 14 Ross, the individual.

15 **RESPONSES TO SPECIAL INTERROGATORIES**

16 **SPECIAL INTERROGATORY NO. 1:**

17 Please IDENTIFY YOUR annual gross revenues in 2015.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

19 Mr. Ross incorporates by reference each of the foregoing General Objections as
 20 if fully set forth herein. Mr. Ross objects to the definition of “YOUR” as overbroad
 21 and vague and ambiguous. Mr. Ross will interpret “YOUR” to refer solely to Jeff
 22 Ross, the individual. Mr. Ross further objects to the undefined term “annual gross
 23 revenues” as vague and ambiguous, insofar as Mr. Ross is an individual to whom
 24 revenue information is inapplicable. Mr. Ross further objects to this Interrogatory as
 25 oppressive, burdensome, and harassing to the extent it seeks financial information not
 26 kept in the ordinary course of business. Mr. Ross further objects to this Interrogatory
 27 to the extent that the financial information sought in this Interrogatory is irrelevant to
 28 Plaintiff’s claim for alleged damages as to four one-liner jokes. Mr. Ross further

1 objects to this Interrogatory as overbroad, unduly burdensome, and harassing to the
 2 extent the proposed discovery seeks financial information which is not relevant to any
 3 party's claim or defense and is not proportional to the needs of the case, especially to
 4 the extent the Interrogatory relates to financial information not attributable to any
 5 alleged infringement. Mr. Ross further objects to this Interrogatory as seeking
 6 confidential financial information prior to the entry of a suitable protective order in
 7 this action. Mr. Ross further objects to this Interrogatory to the extent it seeks
 8 personal financial information subject to the attorney-client privilege, the attorney
 9 work-product doctrine, the joint-defense and/or common interest privilege, the right
 10 of privacy, or any other applicable privileges.

11 **INTERROGATORY NO. 2:**

12 Please IDENTIFY ALL WITNESSES and PERSONS who calculate and/or
 13 determine YOUR annual gross revenues in 2015.

14 **RESPONSE TO INTERROGATORY NO. 2:**

15 Mr. Ross incorporates by reference each of the foregoing General Objections as
 16 if fully set forth herein. Mr. Ross objects to the definition of "YOUR" as overbroad
 17 and vague and ambiguous. Mr. Ross will interpret "YOUR" to refer solely to Jeff
 18 Ross, the individual. Mr. Ross further objects to the undefined term "annual gross
 19 revenues" as vague and ambiguous, insofar as Mr. Ross is an individual to whom
 20 revenue information is inapplicable. Mr. Ross further objects to this Interrogatory as
 21 oppressive, burdensome, and harassing to the extent it seeks information not kept in
 22 the ordinary course of business. Mr. Ross further objects to this Interrogatory to the
 23 extent that the financial information sought in this Interrogatory is irrelevant to
 24 Plaintiff's claim for alleged damages as to four one-liner jokes. Mr. Ross further
 25 objects to this Interrogatory as overbroad, unduly burdensome, and harassing to the
 26 extent the proposed discovery seeks financial information which is not relevant to any
 27 party's claim or defense and is not proportional to the needs of the case, especially to
 28 the extent the Interrogatory relates to financial information not attributable to any

1 alleged infringement. Mr. Ross further objects to this Interrogatory to the extent that
 2 it seeks information about the identities of individual non-parties, the disclosure of
 3 which may lead to the invasion of privacy, harassment, or unnecessary involvement
 4 of individuals who are non-parties.

5 **INTERROGATORY NO. 3:**

6 Please IDENTIFY ALL DOCUMENTS that RELATE TO YOUR annual gross
 7 revenues in 2015.

8 **RESPONSE TO INTERROGATORY NO. 3:**

9 Mr. Ross incorporates by reference each of the foregoing General Objections as
 10 if fully set forth herein. Mr. Ross objects to the definition of “YOUR” as overbroad
 11 and vague and ambiguous. Mr. Ross will interpret “YOUR” to refer solely to Jeff
 12 Ross, the individual. Mr. Ross further objects to undefined term “annual gross
 13 revenues” as vague and ambiguous, insofar as Mr. Ross is an individual to whom
 14 revenue information is inapplicable. Mr. Ross further objects to this Interrogatory as
 15 oppressive, burdensome, and harassing to the extent it seeks information not kept in
 16 the ordinary course of business. Mr. Ross further objects to this Interrogatory to the
 17 extent that the financial information sought in this Interrogatory is irrelevant to
 18 Plaintiff’s claim for alleged damages as to four one-liner jokes. Mr. Ross further
 19 objects to this Interrogatory as overbroad, unduly burdensome, and harassing to the
 20 extent the proposed discovery seeks financial information which is not relevant to any
 21 party’s claim or defense and is not proportional to the needs of the case, especially to
 22 the extent the Interrogatory relates to financial information not attributable to any
 23 alleged infringement. Mr. Ross further objects to this Interrogatory to the extent it
 24 seeks the identification of “all documents” and not information proportional to the
 25 needs of this case. Mr. Ross further objects to the extent that it seeks the
 26 identification of confidential information prior to the entry of a suitable protective
 27 order in this case. Mr. Ross further objects to this Interrogatory to the extent it seeks
 28 personal financial information subject to the attorney-client privilege, the attorney

1 work-product doctrine, the joint-defense and/or common interest privilege, the right
2 of privacy, or any other applicable privileges. Mr. Ross further objects to this
3 Interrogatory to the extent it purports to require the identification of documents from
4 sources that are not reasonably accessible because of undue burden and cost.

5
6 DATED: April 18, 2016

GLASER WEIL FINK HOWARD
AVCHEN & SHAPIRO LLP

7
8
9 By: /s/ Erica J. Van Loon

PATRICIA L. GLASER

ERICA J. VAN LOON

BRITTANY ELIAS

Attorneys for Defendants

GlaserWeil

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California; I am over the age of 18 and not a party to the within action; my business address is 10250 Constellation Boulevard, 19th Floor, Los Angeles, California 90067.

On April 18, 2016, I served the foregoing document(s) described as: **JEFF ROSS' OBJECTIONS AND RESPONSE TO PLAINTIFF'S INTERROGATORIES (SET ONE)** on the interested parties to this action at the following address(es):

SEE ATTACHED LIST

☐ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in Los Angeles, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☐ **(BY ELECTRONIC SERVICE)** by causing the foregoing document(s) to be electronically filed using the Court's Electronic Filing System which constitutes service of the filed document(s) on the individual(s) listed on the attached mailing list.

☒ **(BY E-MAIL SERVICE)** I caused such document to be delivered electronically via e-mail to the e-mail address of the addressee(s) set forth in the attached service list.

☐ **(BY OVERNIGHT DELIVERY)** I served the foregoing document by FedEx, an express service carrier which provides overnight delivery, as follows: I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

☐ **(BY FACSIMILE)** I caused the above-referenced document to be transmitted to the interested parties via facsimile transmission to the fax number(s) as stated on the attached service list.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☒ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury that the above is true and correct.

Executed on April 18, 2016, at Los Angeles, California.

/s/ Nicholas E. Huskins
Nicholas E. Huskins

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EXHIBIT Q

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Attorneys for Defendants

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF CALIFORNIA

ROBERT ALEXANDER KASEBERG,

Plaintiff,

v.

CONACO, LLC, TURNER
 BROADCASTING SYSTEM, TIME
 WARNER, INC., CONAN O'BRIEN,
 JEFF ROSS, MIKE SWEENEY; DOES
 1-50, inclusive,

Defendants.

CASE NO.: 15-CV-01637-JLS-DHB

Hon. Janis L. Sammartino

**CONACO, LLC'S OBJECTIONS
 AND RESPONSE TO
 PLAINTIFF'S
 INTERROGATORIES (SET ONE)**

PROPOUNDING PARTY: ROBERT ALEXANDER KASEBERG

RESPONDING PARTY: CONACO, LLC

SET NO.: ONE

Pursuant to Fed. R. Civ. P. 26 and 33, Defendant Conaco, LLC ("Conaco"), hereby answers, objects, or otherwise responds to Plaintiff Robert Alexander Kaseberg's ("Plaintiff" or "Kaseberg") First Set of Interrogatories. Conaco expressly reserves the right to supplement, amend, or correct these responses.

PRELIMINARY STATEMENT

These responses are made solely for the purpose of this action. Each answer is subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds which would require the exclusion of any statement herein if the Interrogatories were asked of, or any statements contained herein were made by, a witness present and testifying in Court, all of which objections and grounds are reserved and may be interposed at the time of trial.

Conaco has not completed its investigation of the facts relating to this case and has not completed its preparation for trial. The following responses are based upon information presently available to Conaco and are made without prejudice to Conaco of the right to utilize subsequently discovered facts.

Except for explicit facts admitted herein, no incidental or implied admissions are intended hereby. The fact that Conaco has answered any interrogatories should not be taken as an admission that Conaco accepts or admits the existence of any facts set forth or assumed by such interrogatory, or that such response constitutes admissible evidence. The fact that Conaco has answered part or all of any interrogatory is not intended and shall not be construed to be a waiver by Conaco of all or any part of any objection to any interrogatory.

The Preliminary Statement is incorporated into each of the responses set forth below.

GENERAL OBJECTIONS

Conaco generally objects to these Interrogatories on each and every one of the following grounds, which are incorporated into and made a part of Conaco's response to each and every Interrogatory.

1. Conaco objects to the extent the Interrogatories seek to impose obligations upon Conaco not required by the Federal Rules of Civil Procedure, the Local Rules for the United States District Court for the Southern District of California

1 (“Local Rules”), or the Orders of this Court. Conaco’s responses shall be controlled
2 by and comply with the requirements of the Federal Rules, the Local Rules, and the
3 Orders of this Court.

4 2. Conaco objects to extent the Interrogatories seek information not
5 relevant to any claim or defense of a party, and expressly reserves all rights to
6 withhold information or documents on that basis alone or in conjunction with other
7 bases set forth herein.

8 3. Conaco objects to the extent the Interrogatories are vague, ambiguous,
9 and incomprehensible. As drafted, the Interrogatories could require responses and/or
10 the production of documents that have no relationship to the facts and issues in
11 dispute and which are not reasonably calculated to lead to the discovery of admissible
12 evidence.

13 4. Conaco objects to the Interrogatories and their accompanying
14 “Definitions” and “Instructions” as overly broad and unduly burdensome to the extent
15 that they seek information that exceeds the permissible scope of discovery and
16 information or documents that are neither relevant nor proportional to the needs of the
17 case.

18 5. Conaco objects to the extent the Interrogatories call for information
19 which is confidential and proprietary, including trade secrets and sensitive financial
20 information, prior to the entry of a protective order in this action.

21 6. Conaco objects to the extent the Interrogatories seek information which
22 is publicly available and/or equally available to Plaintiff and the burden of obtaining
23 the responsive information is substantially the same for Plaintiff as it is for Conaco.

24 7. Conaco objects to the extent the Interrogatories are unreasonably
25 duplicative in nature, and/or designed to harass and increase costs, rather than reflect
26 a good faith effort at seeking relevant evidence.

27 8. Conaco objects to the extent the Interrogatories call for the disclosure of
28 documents or information subject to the attorney-client privilege, the attorney work-

1 product doctrine, the joint-defense and/or common interest privilege, the right of
 2 privacy, or any other applicable privileges. Such information or documents shall not
 3 be provided in response to these interrogatories, and any inadvertent disclosure or
 4 production thereof shall not be deemed a waiver of any privilege or protection with
 5 respect to such information or documents.

6 9. Conaco objects to the extent the Interrogatories seek documents or
 7 information which are subject to certain confidentiality provisions between Conaco
 8 and/or its affiliated companies and/or others and which may not be disclosed absent
 9 the consent of the parties to such contracts.

10 10. Conaco objects to the extent the Interrogatories seek documents or
 11 information from sources that are not reasonably accessible because of undue burden
 12 and cost.

13 11. Conaco objects to the definition of “YOU” and “YOUR” as vague,
 14 ambiguous, overbroad, unduly burdensome, not relevant, and not likely to lead to the
 15 discovery of admissible evidence, to the extent they purport to require Conaco to
 16 respond on behalf of persons or entities other than Conaco. For purposes of its
 17 responses herein, Conaco will interpret “YOU” and “YOUR” to refer to Conaco,
 18 LLC, and its directors, officers, and employees only.

19 **RESPONSES TO INTERROGATORIES**

20 **INTERROGATORY NO. 1:**

21 Please IDENTIFY YOUR annual gross revenues in 2015.

22 **RESPONSE TO INTERROGATORY NO. 1:**

23 Conaco incorporates by reference each of the foregoing General Objections as
 24 if fully set forth herein. Conaco objects to the definition of “YOUR” as overbroad
 25 and vague and ambiguous. Conaco will interpret “YOUR” to refer to Conaco, LLC
 26 and its directors, officers, and employees only. Conaco further objects to the
 27 undefined term “annual gross revenues” as vague and ambiguous in that it fails to
 28 specifically identify what revenue information it seeks from Conaco. Conaco further

1 objects to this Interrogatory as Conaco's annual gross revenues are irrelevant to
 2 Plaintiff's claim for alleged damages as to four one-liner jokes. Conaco further
 3 objects to this Interrogatory as overbroad, unduly burdensome, and harassing to the
 4 extent the proposed discovery seeks financial information which is not relevant to any
 5 party's claim or defense and is not proportional to the needs of the case, especially to
 6 the extent the Interrogatory seeks revenue information not attributable to any alleged
 7 infringement. Conaco further objects to this Interrogatory to the extent it seeks
 8 confidential financial information prior to the entry of a suitable protective order in
 9 this case. Conaco further objects to this Interrogatory to the extent it seeks
 10 information which is subject to certain confidentiality provisions between Conaco
 11 and/or its affiliated companies and/or others and which may not be disclosed absent
 12 the consent of the parties to such contracts.

13 **INTERROGATORY NO. 2:**

14 Please IDENTIFY ALL WITNESSES and PERSONS who calculate and/or
 15 determine YOUR annual gross revenues in 2015.

16 **RESPONSE TO INTERROGATORY NO. 2:**

17 Conaco incorporates by reference each of the foregoing General Objections as
 18 if fully set forth herein. Conaco objects to the definition of "YOUR" as overbroad
 19 and vague and ambiguous. Conaco will interpret "YOUR" to refer to Conaco, LLC,
 20 and its directors, officers, and employees only. Conaco further objects to the
 21 undefined term "annual gross revenues" as vague and ambiguous in that it fails to
 22 specifically identify the revenue information to which this Interrogatory relates.
 23 Conaco further objects to this Interrogatory as Conaco's annual gross revenues, and
 24 the identification of those individuals that calculate and/or determine Conaco's annual
 25 gross revenues, are irrelevant to Plaintiff's claim for alleged damages as to four one-
 26 liner jokes. Conaco further objects to this Interrogatory as overbroad, unduly
 27 burdensome, and harassing to the extent the proposed discovery seeks financial
 28 information which is not relevant to any party's claims or defense and is not

1 proportional to the needs of the case, especially to the extent the Interrogatory relates
 2 to revenue information not attributable to any alleged infringement. Conaco further
 3 objects to this Interrogatory to the extent that it seeks information about the identities
 4 of individual non-parties, the disclosure of which may lead to the invasion of privacy,
 5 harassment, or unnecessary involvement of individuals who are non-parties. Conaco
 6 further objects to this Interrogatory to the extent it seeks information which is subject
 7 to certain confidentiality provisions between Conaco and/or its affiliated companies
 8 and/or others and which may not be disclosed absent the consent of the parties to such
 9 contracts.

10 **INTERROGATORY NO. 3:**

11 Please IDENTIFY ALL DOCUMENTS that RELATE TO YOUR annual gross
 12 revenues in 2015.

13 **RESPONSE TO INTERROGATORY NO. 3:**

14 Conaco incorporates by reference each of the foregoing General Objections as
 15 if fully set forth herein. Conaco objects to the definition of “YOUR” as overbroad
 16 and vague and ambiguous. Conaco will interpret “YOUR” to refer to Conaco, LLC,
 17 and its directors, officers, and employees only. Conaco further objects to the
 18 undefined term “annual gross revenues” as vague and ambiguous in that it fails to
 19 specifically identify the revenue information to which this Interrogatory relates.
 20 Conaco further objects to this Interrogatory as Conaco’s annual gross revenues, and
 21 the identification of documents relating to such, are irrelevant to Plaintiff’s claims for
 22 alleged damages as to four one-liner jokes. Conaco further objects to this
 23 Interrogatory as overbroad, unduly burdensome, and harassing to the extent the
 24 Interrogatory seeks the identification of documents containing financial information
 25 which is not relevant to any party’s claims or defenses, and is not proportional to the
 26 needs of the case, especially to the extent the Interrogatory relates to revenue
 27 information which is not attributable to any alleged infringement. Conaco further
 28 objects to this Interrogatory to the extent it seeks the identification of “all documents”

1 and not information proportional to the needs of this case. Conaco further objects to
 2 this Interrogatory to the extent that it seeks the identification of confidential
 3 information prior to the entry of a suitable protective order in this case. Conaco
 4 further objects to this Interrogatory to the extent it seeks the identification of
 5 documents which are subject to certain confidentiality provisions between Conaco
 6 and/or its affiliated companies and/or others and which may not be disclosed absent
 7 the consent of the parties to such contracts. Conaco further objects to this
 8 Interrogatory to the extent it calls for the identification of documents or information
 9 subject to the attorney-client privilege, the attorney work-product doctrine, the joint-
 10 defense and/or common interest privilege, or any other applicable privileges. Conaco
 11 further objects to this Interrogatory to the extent it purports to require the
 12 identification of documents from sources that are not reasonably accessible because
 13 of undue burden and cost.

14 **INTERROGATORY NO. 4:**

15 Please IDENTIFY the names of all persons on YOUR writing staff including
 16 any and writing staff interns within the last five years.

17 **RESPONSE TO INTERROGATORY NO. 4:**

18 Conaco incorporates by reference each of the foregoing General Objections as
 19 if fully set forth herein. Conaco objects to the definition of “YOUR” as overbroad
 20 and vague and ambiguous. Conaco will interpret “YOUR” to refer to Conaco, LLC,
 21 and its directors, officers, and employees only. Conaco further objects to this
 22 Interrogatory as overbroad, unduly burdensome, and harassing to the extent the
 23 Interrogatory seeks information which is not relevant to any party’s claim or defense
 24 and is not proportional to the needs of the case, especially to the extent the
 25 Interrogatory is not limited in scope to those writers that wrote, created or edited the
 26 jokes specifically identified in the Complaint. Conaco further objects to this
 27 Interrogatory to the extent that it seeks information about the identities of individual
 28 non-parties, the disclosure of which may lead to the invasion of privacy, harassment,

1 or unnecessary involvement of individuals who are non-parties. Conaco further
 2 objects to this Interrogatory to the extent it purports to require the identification of
 3 information from sources that are not reasonably accessible because of undue burden
 4 and cost.

5 Subject to and without waiving the foregoing general and specific objections,
 6 Conaco responds as follows: The following members of the writing staff wrote,
 7 created, and/or edited the jokes at issue:

8 (1) Josh Comers

9 (2) Rob Kutner

10 (3) Brian Kiley

11 (4) Mike Sweeney

12 **INTERROGATORY NO. 5:**

13 For each person listed in INTERROGATORY NO. 4 please provide the gross
 14 revenue or annual salary of each person listed in 2015.

15 **RESPONSE TO INTERROGATORY NO. 5:**

16 Conaco incorporates by reference each of the foregoing General Objections as
 17 if fully set forth herein. Conaco further objects to this Interrogatory as overbroad,
 18 unduly burdensome, and harassing to the extent the Interrogatory seeks information
 19 which is not relevant to any party's claim or defense and is not proportional to the
 20 needs of the case, especially to the extent the Interrogatory is not limited in scope to
 21 those writers that wrote, created or edited the jokes specifically identified in the
 22 Complaint. Conaco further objects to this Interrogatory to the extent it seeks the
 23 identification of confidential information prior to the entry of a suitable protective
 24 order in this case. Conaco further objects that the gross revenues or annual salary of
 25 the writing staff or writing staff interns are irrelevant to Plaintiff's claim for alleged
 26 damages as to four one-liner jokes. Conaco further objects to this Interrogatory to the
 27 extent it seeks personal financial information subject to the attorney-client privilege,
 28 the attorney work-product doctrine, the right of privacy, or any other applicable

1 privileges.

2 **INTERROGATORY NO. 6:**

3 Please IDENTIFY the person most knowledgeable regarding the writing,
4 submission and use of jokes on YOUR “CONAN” show monologue in 2015.

5 **RESPONSE TO INTERROGATORY NO. 6:**

6 Conaco incorporates by reference each of the foregoing General Objections as
7 if fully set forth herein. Conaco objects to the definition of “YOUR” as overbroad
8 and vague and ambiguous. Conaco will interpret “YOUR” to refer to Conaco, LLC,
9 and its directors, officers, and employees only.

10 Subject to and without waiving the foregoing general and specific objections,
11 Conaco responds as follows: Mike Sweeney is Conaco’s person most knowledgeable
12 regarding the writing, submission and use of jokes on the “CONAN” show
13 monologue in 2015.

14 **INTERROGATORY NO. 7:**

15 Please IDENTIFY the names of all person on YOUR writing staff including
16 any and writing staff interns who have submitted material or jokes for YOUR
17 “CONAN” show monologue in the last three years.

18 **RESPONSE TO INTERROGATORY NO. 7:**

19 Conaco incorporates by reference each of the foregoing General Objections as
20 if fully set forth herein. Conaco objects to the definition of “YOUR” as overbroad
21 and vague and ambiguous. Conaco will interpret “YOUR” to refer to Conaco, LLC,
22 and its directors, officers, and employees only. Conaco further objects to this
23 Interrogatory as overbroad, unduly burdensome, and harassing to the extent the
24 Interrogatory seeks information which is not relevant to any party’s claim or defense
25 and is not proportional to the needs of the case, especially to the extent the
26 Interrogatory is not limited in scope to those writers that wrote, created or edited the
27 jokes specifically identified in the Complaint. Conaco further objects to this
28 Interrogatory to the extent that it seeks information about the identities of individual

1 non-parties, the disclosure of which may lead to the invasion of privacy, harassment,
 2 or unnecessary involvement of individuals who are non-parties. Conaco further
 3 objects to the extent this Interrogatory is duplicative of Interrogatory No. 4. Conaco
 4 further objects to this Interrogatory to the extent it purports to require the
 5 identification of information from sources that are not reasonably accessible because
 6 of undue burden and cost.

7 Subject to and without waiving the foregoing general and specific objections,
 8 Conaco responds as follows: The following members of the writing staff wrote,
 9 created and/or edited the jokes at issue for the “Conan” show monologue:

- 10 (1) Josh Comers
- 11 (2) Rob Kutner
- 12 (3) Brian Kiley
- 13 (4) Mike Sweeney

14
 15 DATED: April 18, 2016

GLASER WEIL FINK HOWARD
 AVCHEN & SHAPIRO LLP

17 By: /s/ Erica J. Van Loon
 18 PATRICIA L. GLASER
 19 ERICA J. VAN LOON
 20 BRITTANY ELIAS
 Attorneys for Defendants


VERIFICATION

I, Mike Sweeney, have read the foregoing Conaco, LLC's Objections and Response to Plaintiff's Interrogatories (Set One) and know its contents.

I am a writer and producer for the "Conan" show, and am authorized to make this verification for and on behalf of Conaco, LLC. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on _____, 2016 at _____.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.



Mike Sweeney
Conaco, LLC

Glaser Weil

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California; I am over the age of 18 and not a party to the within action; my business address is 10250 Constellation Boulevard, 19th Floor, Los Angeles, California 90067.

On April 18, 2016, I served the foregoing document(s) described as: **CONACO, LLC's OBJECTIONS AND RESPONSE TO PLAINTIFF'S INTERROGATORIES (SET ONE)** on the interested parties to this action at the following address(es):

SEE ATTACHED LIST

- ☐ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in Los Angeles, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.
- ☐ **(BY ELECTRONIC SERVICE)** by causing the foregoing document(s) to be electronically filed using the Court's Electronic Filing System which constitutes service of the filed document(s) on the individual(s) listed on the attached mailing list.
- ☒ **(BY E-MAIL SERVICE)** I caused such document to be delivered electronically via e-mail to the e-mail address of the addressee(s) set forth in the attached service list.
- ☐ **(BY OVERNIGHT DELIVERY)** I served the foregoing document by FedEx, an express service carrier which provides overnight delivery, as follows: I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.
- ☐ **(BY FACSIMILE)** I caused the above-referenced document to be transmitted to the interested parties via facsimile transmission to the fax number(s) as stated on the attached service list.
- ☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).
- ☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- ☒ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury that the above is true and correct.

Executed on April 18, 2016, at Los Angeles, California.

/s/ Nicholas E. Huskins
Nicholas E. Huskins

GlaserWeil

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EXHIBIT R

GlaserWeil

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Attorneys for Defendants

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF CALIFORNIA

ROBERT ALEXANDER KASEBERG,

Plaintiff,

v.

CONACO, LLC, TURNER
 BROADCASTING SYSTEM, TIME
 WARNER, INC., CONAN O'BRIEN,
 JEFF ROSS, MIKE SWEENEY; DOES
 1-50, inclusive,

Defendants.

CASE NO.: 15-CV-01637-JLS-DHB

Hon. Janis L. Sammartino

**TURNER BROADCASTING
 SYSTEM, INC.'S OBJECTIONS
 AND RESPONSE TO
 PLAINTIFF'S
 INTERROGATORIES (SET ONE)**

PROPOUNDING PARTY: ROBERT ALEXANDER KASEBERG

RESPONDING PARTY: TURNER BROADCASTING SYSTEM, INC.

SET NO.: ONE

Pursuant to Fed. R. Civ. P. 26 and 33, Defendant Turner Broadcasting System, Inc. ("TBS") hereby answers, objects, or otherwise responds to Plaintiff Robert Alexander Kaseberg's ("Plaintiff" or "Kaseberg") First Set of Interrogatories. TBS expressly reserves the right to supplement, amend, or correct these responses.

PRELIMINARY STATEMENT

These responses are made solely for the purpose of this action. Each answer is subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds which would require the exclusion of any statement herein if the Interrogatories were asked of, or any statements contained herein were made by, a witness present and testifying in Court, all of which objections and grounds are reserved and may be interposed at the time of trial.

TBS has not completed its investigation of the facts relating to this case and has not completed its preparation for trial. The following responses are based upon information presently available to TBS and are made without prejudice to TBS of the right to utilize subsequently discovered facts.

Except for explicit facts admitted herein, no incidental or implied admissions are intended hereby. The fact that TBS has answered any interrogatories should not be taken as an admission that TBS accepts or admits the existence of any facts set forth or assumed by such interrogatory, or that such response constitutes admissible evidence. The fact that TBS has answered part or all of any interrogatory is not intended and shall not be construed to be a waiver by TBS of all or any part of any objection to any interrogatory.

The Preliminary Statement is incorporated into each of the responses set forth below.

GENERAL OBJECTIONS

TBS generally objects to these Interrogatories on each and every one of the following grounds, which are incorporated into and made a part of TBS's response to each and every Interrogatory:

1. TBS objects to the extent the Interrogatories seek to impose obligations upon TBS not required by the Federal Rules of Civil Procedure, the Local Rules for the United States District Court for the Southern District of California ("Local

1 Rules”), or the Orders of this Court. TBS’s responses shall be controlled by and
2 comply with the requirements of the Federal Rules, the Local Rules, and the Orders of
3 this Court.

4 2. TBS objects to extent the Interrogatories seek information not relevant to
5 any claim or defense of a party, and expressly reserves all rights to withhold
6 information or documents on that basis alone or in conjunction with other bases set
7 forth herein.

8 3. TBS objects to the extent the Interrogatories are vague, ambiguous, and
9 incomprehensible. As drafted, the Interrogatories could require responses and/or the
10 production of documents that have no relationship to the facts and issues in dispute
11 and which are not reasonably calculated to lead to the discovery of admissible
12 evidence.

13 4. TBS objects to the Interrogatories and their accompanying “Definitions”
14 and “Instructions” as overly broad and unduly burdensome to the extent that they seek
15 information that exceeds the permissible scope of discovery and information or
16 documents that are neither relevant nor proportional to the needs of the case.

17 5. TBS objects to the extent the Interrogatories call for information which is
18 confidential and proprietary, including trade secrets and sensitive financial
19 information, prior to the entry of a protective order in this action.

20 6. TBS objects to the extent the Interrogatories seek information which is
21 publicly available and/or equally available to Plaintiff and the burden of obtaining the
22 responsive information is substantially the same for Plaintiff as it is for TBS.

23 7. TBS objects to the extent the Interrogatories are unreasonably
24 duplicative in nature, and/or designed to harass and increase costs, rather than reflect
25 a good faith effort at seeking relevant evidence.

26 8. TBS objects to the extent the Interrogatories call for the disclosure of
27 documents or information subject to the attorney-client privilege, the attorney work-
28 product doctrine, the joint-defense and/or common interest privilege, or any other

1 applicable privileges. Such information or documents shall not be provided in
 2 response to these interrogatories, and any inadvertent disclosure or production thereof
 3 shall not be deemed a waiver of any privilege or protection with respect to such
 4 information or documents.

5 9. TBS objects to the extent the Interrogatories seek documents or
 6 information which are subject to certain confidentiality provisions between TBS
 7 and/or its affiliated companies and/or others and which may not be disclosed absent
 8 the consent of the parties to such contracts.

9 10. TBS objects to the extent the Interrogatories seek documents or
 10 information from sources that are not reasonably accessible because of undue burden
 11 and cost.

12 11. TBS objects to the definition of “YOU” and “YOUR” as vague,
 13 ambiguous, overbroad, unduly burdensome, not relevant, and not likely to lead to the
 14 discovery of admissible evidence, to the extent they purport to require TBS to respond
 15 on behalf of persons or entities other than TBS. For purposes of its responses herein,
 16 TBS will interpret “YOU” and “YOUR” to refer to Turner Broadcasting System, Inc.
 17 and its directors, officers, and employees only.

18 **RESPONSES TO INTERROGATORIES**

19 **INTERROGATORY NO. 1:**

20 Please IDENTIFY YOUR annual gross revenues in 2015.

21 **RESPONSE TO INTERROGATORY NO. 1:**

22 TBS incorporates by reference each of the foregoing General Objections as if
 23 fully set forth herein. TBS further objects to the definition of “YOUR” as overbroad
 24 and vague and ambiguous. TBS will interpret “YOUR” to refer to Turner
 25 Broadcasting System, Inc. and its directors, officers, and employees only. TBS
 26 further objects to the undefined term “annual gross revenues” as vague and
 27 ambiguous in that it fails to specifically identify what revenue information it seeks
 28 from TBS. TBS further objects to this Interrogatory as TBS’s annual gross revenues

are irrelevant to Plaintiff's claim for alleged damages as to four one-liner jokes. TBS further objects to this Interrogatory as harassing as TBS is a global media company that creates and programs branded news; entertainment; kids and young adult; and sports media environments on television and other platforms for consumers around the world, unrelated to the TBS television network and/or the "Conan" show. TBS further objects to this Interrogatory as overbroad, unduly burdensome, and harassing to the extent the proposed discovery seeks financial information which is not relevant to any party's claim or defense and is not proportional to the needs of the case, especially to the extent the Interrogatory seeks revenue information not attributable to any alleged infringement. TBS further objects to this Interrogatory to the extent it seeks publicly accessible revenue information equally available to Plaintiff. TBS further objects to this Interrogatory to the extent it seeks information which is subject to certain confidentiality provisions between TBS and/or its affiliated companies and/or others and which may not be disclosed absent the consent of the parties to such contracts.

INTERROGATORY NO. 2:

Please IDENTIFY ALL WITNESSES and PERSONS who calculate and/or determine YOUR annual gross revenues in 2015.

RESPONSE TO INTERROGATORY NO. 2:

TBS incorporates by reference each of the foregoing General Objections as if fully set forth herein. TBS objects to the definition of "YOUR" as overbroad and vague and ambiguous. TBS will interpret "YOUR" to refer to Turner Broadcasting System, Inc. and its directors, officers, and employees only. TBS further objects to the undefined term "annual gross revenues" as vague and ambiguous in that it fails to specifically identify the revenue information to which this Interrogatory relates. TBS further objects to this Interrogatory as TBS's annual gross revenues, and the identification of those individuals that calculate and/or determine TBS's annual gross revenues, are irrelevant to Plaintiff's claim for alleged damages as to four one-liner

jokes. TBS further objects to this Interrogatory as harassing as TBS is a global media company that creates and programs branded news; entertainment; kids and young adult; and sports media environments on television and other platforms for consumers around the world, unrelated to the TBS television network and/or the “Conan” show. TBS further objects to this Interrogatory as overbroad, unduly burdensome, and harassing to the extent the proposed discovery seeks financial information which is not relevant to any party’s claim or defense and is not proportional to the needs of the case, especially to the extent the Interrogatory relates to revenue information not attributable to any alleged infringement. TBS further objects to this Interrogatory to the extent that it seeks information about the identities of individual non-parties, the disclosure of which may lead to the invasion of privacy, harassment, or unnecessary involvement of individuals who are non-parties. TBS further objects to this Interrogatory to the extent it seeks information which is subject to certain confidentiality provisions between TBS and/or its affiliated companies and/or others and which may not be disclosed absent the consent of the parties to such contracts.

INTERROGATORY NO. 3:

Please IDENTIFY ALL DOCUMENTS that RELATE TO YOUR annual gross revenues in 2015.

RESPONSE TO INTERROGATORY NO. 3:

TBS incorporates by reference each of the foregoing General Objections as if fully set forth herein. TBS objects to the definition of “YOUR” as overbroad and vague and ambiguous. TBS will interpret “YOUR” to refer to Turner Broadcasting System, Inc. and its directors, officers, and employees only. TBS objects to the undefined term “annual gross revenues” as vague and ambiguous in that it fails to specifically identify the revenue information to which this Interrogatory relates. TBS further objects to this Interrogatory as TBS’s annual gross revenues, and the identification of documents relating to such, are irrelevant to Plaintiff’s claim for alleged damages as to four one-liner jokes. TBS further objects to this Interrogatory

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1 as harassing as TBS is a global media company that creates and programs branded
 2 news; entertainment; kids and young adult; and sports media environments on
 3 television and other platforms for consumers around the world, unrelated to the TBS
 4 television network and/or the “Conan” show. TBS further objects to this
 5 Interrogatory as overbroad, unduly burdensome, and harassing to the extent the
 6 Interrogatory seeks the identification of documents containing financial information
 7 which is not relevant to any party’s claim or defense and is not proportional to the
 8 needs of the case, especially to the extent the Interrogatory relates to revenue
 9 information not attributable to any alleged infringement. TBS objects to this
 10 Interrogatory to the extent it seeks the identification of “all documents” and not
 11 information proportional to the needs of this case. TBS further objects to this
 12 Interrogatory to the extent that it seeks the identification of confidential information
 13 prior to the entry of a suitable protective order in this case. TBS further objects to this
 14 Interrogatory to the extent it seeks the identification of documents which are subject
 15 to certain confidentiality provisions between TBS and/or its affiliated companies
 16 and/or others and which may not be disclosed absent the consent of the parties to such
 17 contracts. TBS further objects to this Interrogatory to the extent it calls for the
 18 identification of documents or information subject to the attorney-client privilege, the
 19 attorney work-product doctrine, the joint-defense and/or common interest privilege,
 20 or any other applicable privileges. TBS further objects to this Interrogatory to the
 21 extent it purports to require the identification of documents from sources that are not
 22 reasonably accessible because of undue burden and cost.

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1 DATED: April 18, 2016

GLASER WEIL FINK HOWARD
AVCHEN & SHAPIRO LLP

3 By: /s/ Erica J. Van Loon

4 PATRICIA L. GLASER

5 ERICA J. VAN LOON

6 BRITTANY ELIAS

Attorneys for Defendants

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California; I am over the age of 18 and not a party to the within action; my business address is 10250 Constellation Boulevard, 19th Floor, Los Angeles, California 90067.

On April 18, 2016, I served the foregoing document(s) described as: **TURNER BROADCASTING SYSTEM, INC.'S OBJECTIONS AND RESPONSE TO PLAINTIFF'S INTERROGATORIES (SET ONE)** on the interested parties to this action at the following address(es):

SEE ATTACHED LIST

- ☐ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in Los Angeles, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.
- ☐ **(BY ELECTRONIC SERVICE)** by causing the foregoing document(s) to be electronically filed using the Court's Electronic Filing System which constitutes service of the filed document(s) on the individual(s) listed on the attached mailing list.
- ☒ **(BY E-MAIL SERVICE)** I caused such document to be delivered electronically via e-mail to the e-mail address of the addressee(s) set forth in the attached service list.
- ☐ **(BY OVERNIGHT DELIVERY)** I served the foregoing document by FedEx, an express service carrier which provides overnight delivery, as follows: I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.
- ☐ **(BY FACSIMILE)** I caused the above-referenced document to be transmitted to the interested parties via facsimile transmission to the fax number(s) as stated on the attached service list.
- ☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).
- ☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- ☒ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury that the above is true and correct.

Executed on April 18, 2016, at Los Angeles, California.

/s/ Nicholas E. Huskins
Nicholas E. Huskins

GlaserWeil

SERVICE LIST

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EXHIBIT S

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Telephone: (310) 553-3000
Facsimile: (310) 556-2920
Attorneys for Defendants

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

ROBERT ALEXANDER KASEBERG,

Plaintiff,

v.

CONACO, LLC, TURNER
BROADCASTING SYSTEM, TIME
WARNER, INC., CONAN O'BRIEN,
JEFF ROSS, MIKE SWEENEY; DOES
1-50, inclusive,

Defendants.

CASE NO.: 15-CV-01637-JLS-DHB

Hon. Janis L. Sammartino

**TIME WARNER INC.'S
OBJECTIONS AND RESPONSE
TO PLAINTIFF'S
INTERROGATORIES (SET ONE)**

PROPOUNDING PARTY: ROBERT ALEXANDER KASEBERG

RESPONDING PARTY: TIME WARNER INC.

SET NO.: ONE

Pursuant to Fed. R. Civ. P. 26 and 33, Defendant Time Warner Inc. ("Time Warner") hereby answers, objects, or otherwise responds to Plaintiff Robert Alexander Kaseberg's ("Plaintiff" or "Kaseberg") First Set of Interrogatories. Time Warner expressly reserves the right to supplement, amend, or correct these responses.

PRELIMINARY STATEMENT

These responses are made solely for the purpose of this action. Each answer is subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds which would require the exclusion of any statement herein if the Interrogatories were asked of, or any statements contained herein were made by, a witness present and testifying in Court, all of which objections and grounds are reserved and may be interposed at the time of trial.

Time Warner has not completed its investigation of the facts relating to this case and has not completed its preparation for trial. The following responses are based upon information presently available to Time Warner and are made without prejudice to Time Warner of the right to utilize subsequently discovered facts.

Except for explicit facts admitted herein, no incidental or implied admissions are intended hereby. The fact that Time Warner has answered any interrogatories should not be taken as an admission that Time Warner accepts or admits the existence of any facts set forth or assumed by such interrogatory, or that such response constitutes admissible evidence. The fact that Time Warner has answered part or all of any interrogatory is not intended and shall not be construed to be a waiver by Time Warner of all or any part of any objection to any interrogatory.

The Preliminary Statement is incorporated into each of the responses set forth below.

GENERAL OBJECTIONS

Time Warner generally objects to these Interrogatories on each and every one of the following grounds, which are incorporated into and made a part of Time Warner's response to each and every Interrogatory:

1. Time Warner objects to the extent the Interrogatories seek to impose obligations upon Time Warner not required by the Federal Rules of Civil Procedure, the Local Rules for the United States District Court for the Southern District of

1 California (“Local Rules”), or the Orders of this Court. Time Warner’s responses
2 shall be controlled by and comply with the requirements of the Federal Rules, the
3 Local Rules, and the Orders of this Court.

4 2. Time Warner objects to extent the Interrogatories seek information not
5 relevant to any claim or defense of a party, and expressly reserves all rights to
6 withhold information or documents on that basis alone or in conjunction with other
7 bases set forth herein.

8 3. Time Warner objects to the extent the Interrogatories are vague,
9 ambiguous, and incomprehensible. As drafted, the Interrogatories could require
10 responses and/or the production of documents that have no relationship to the facts
11 and issues in dispute and which are not reasonably calculated to lead to the discovery
12 of admissible evidence.

13 4. Time Warner objects to the Interrogatories and their accompanying
14 “Definitions” and “Instructions” as overly broad and unduly burdensome to the extent
15 that they seek information that exceeds the permissible scope of discovery and
16 information or documents that are neither relevant nor proportional to the needs of the
17 case.

18 5. Time Warner objects to the extent the Interrogatories call for information
19 which is confidential and proprietary, including trade secrets and sensitive financial
20 information, prior to the entry of a protective order in this action.

21 6. Time Warner objects to the extent the Interrogatories seek information
22 which is publicly available and/or equally available to Plaintiff and the burden of
23 obtaining the responsive information is substantially the same for Plaintiff as it is for
24 Time Warner.

25 7. Time Warner objects to the extent the Interrogatories are unreasonably
26 duplicative in nature, and/or designed to harass and increase costs, rather than reflect
27 a good faith effort at seeking relevant evidence.

28 8. Time Warner objects to the extent the Interrogatories call for the

disclosure of documents or information subject to the attorney-client privilege, the attorney work-product doctrine, the joint-defense and/or common interest privilege, or any other applicable privileges. Such information or documents shall not be provided in response to these interrogatories, and any inadvertent disclosure or production thereof shall not be deemed a waiver of any privilege or protection with respect to such information or documents.

9. Time Warner objects to the extent the Interrogatories seek documents or information which are subject to certain confidentiality provisions between Time Warner and/or its affiliated companies and/or others and which may not be disclosed absent the consent of the parties to such contracts.

10. Time Warner objects to the extent the Interrogatories seek documents or information from sources that are not reasonably accessible because of undue burden and cost.

11. Time Warner objects to the definition of “YOU” and “YOUR” as vague, ambiguous, overbroad, unduly burdensome, not relevant, and not likely to lead to the discovery of admissible evidence, to the extent they purport to require Time Warner to respond on behalf of persons or entities other than Time Warner. For purposes of its responses herein, Time Warner will interpret “YOU” and “YOUR” to refer to Time Warner Inc., and its directors, officers, and employees only.

RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 1:

Please IDENTIFY YOUR annual gross revenues in 2015.

RESPONSE TO INTERROGATORY NO. 1:

Time Warner incorporates by reference each of the foregoing General Objections as if fully set forth herein. Time Warner objects to the definition of “YOUR” as overbroad and vague and ambiguous. Time Warner will interpret “YOUR” to refer to Time Warner Inc., and its directors, officers, and employees only. Time Warner further objects to the undefined term “annual gross revenues” as vague

1 and ambiguous in that it fails to specifically identify what revenue information it
 2 seeks from Time Warner. Time Warner further objects to this Interrogatory as Time
 3 Warner's annual gross revenues are irrelevant to Plaintiff's claim for alleged damages
 4 as to four one-liner jokes. Time Warner further objects to this Interrogatory as
 5 harassing as Time Warner is an indirect holding company for Turner Broadcasting
 6 System, Inc., as well as numerous other companies, and is an improperly named
 7 defendant in this suit. Time Warner further objects to this Interrogatory as overbroad,
 8 unduly burdensome, and harassing to the extent the proposed discovery seeks
 9 financial information which is not relevant to any party's claim or defense and is not
 10 proportional to the needs of the case, especially to the extent the Interrogatory seeks
 11 revenue information not attributable to any alleged infringement. Time Warner
 12 further objects to this Interrogatory to the extent it seeks publicly accessible revenue
 13 information equally available to Plaintiff. Time Warner further objects to this
 14 Interrogatory to the extent it seeks information which is subject to certain
 15 confidentiality provisions between Time Warner and/or its affiliated companies
 16 and/or others and which may not be disclosed absent the consent of the parties to such
 17 contracts.

18 **INTERROGATORY NO. 2:**

19 Please IDENTIFY ALL WITNESSES and PERSONS who calculate and/or
 20 determine YOUR annual gross revenues in 2015.

21 **RESPONSE TO INTERROGATORY NO. 2:**

22 Time Warner incorporates by reference each of the foregoing General
 23 Objections as if fully set forth herein. Time Warner objects to the definition of
 24 "YOUR" as overbroad and vague and ambiguous. Time Warner will interpret
 25 "YOUR" to refer to Time Warner Inc., and its directors, officers, and employees only.
 26 Time Warner further objects to the undefined term "annual gross revenues" as vague
 27 and ambiguous in that it fails to specifically identify the revenue information to which
 28 this Interrogatory relates. Time Warner further objects to this Interrogatory as Time

Warner's annual gross revenues, and the identification of those individuals that calculate and/or determine Time Warner's annual gross revenues, are irrelevant to Plaintiff's claim for alleged damages as to four one-liner jokes. Time Warner further objects to this Interrogatory as harassing as Time Warner is an indirect holding company for Turner Broadcasting System, Inc., as well as numerous other companies, and is an improperly named defendant in this suit. Time Warner further objects to this Interrogatory as overbroad, unduly burdensome, and harassing to the extent the proposed discovery seeks financial information which is not relevant to any party's claim or defense and is not proportional to the needs of the case, especially to the extent the Interrogatory relates to revenue information not attributable to any alleged infringement. Time Warner further objects to this Interrogatory to the extent that it seeks information about the identities of individual non-parties, the disclosure of which may lead to the invasion of privacy, harassment, or unnecessary involvement of individuals who are non-parties. Time Warner further objects to this Interrogatory to the extent it seeks information which is subject to certain confidentiality provisions between Time Warner and/or its affiliated companies and/or others and which may not be disclosed absent the consent of the parties to such contracts.

INTERROGATORY NO. 3:

Please IDENTIFY ALL DOCUMENTS that RELATE TO YOUR annual gross revenues in 2015.

RESPONSE TO INTERROGATORY NO. 3:

Time Warner incorporates by reference each of the foregoing General Objections as if fully set forth herein. Time Warner objects to the definition of "YOUR" as overbroad and vague and ambiguous. Time Warner will interpret "YOUR" to refer to Time Warner Inc., and its directors, officers, and employees only. Time Warner further objects to the undefined term "annual gross revenues" as vague and ambiguous in that it fails to specifically identify the revenue information to which this Interrogatory relates. Time Warner further objects to this Interrogatory as Time

1 Warner's annual gross revenues, and the identification of documents relating to such,
2 are irrelevant to Plaintiff's claim for alleged damages as to four one-liner jokes. Time
3 Warner further objects to this request as harassing as Time Warner is an indirect
4 holding company for Turner Broadcasting System, Inc., as well as numerous other
5 companies, and is an improperly named defendant in this suit. Time Warner further
6 objects to this Interrogatory as overbroad, unduly burdensome, and harassing to the
7 extent the Interrogatory seeks the identification of documents containing financial
8 information which is not relevant to any party's claim or defense and is not
9 proportional to the needs of the case, especially to the extent the Interrogatory relates
10 to revenue information not attributable to any alleged infringement. Time Warner
11 objects to this Interrogatory to the extent it seeks the identification of "all documents"
12 and not information proportional to the needs of this case. Time Warner further
13 objects to this Interrogatory to the extent that it seeks the identification of confidential
14 information prior to the entry of a suitable protective order in this case. Time Warner
15 further objects to this Interrogatory to the extent it seeks the identification of
16 documents which are subject to certain confidentiality provisions between Time
17 Warner and/or its affiliated companies and/or others and which may not be disclosed
18 absent the consent of the parties to such contracts. Time Warner further objects to
19 this Interrogatory to the extent it calls for the identification of documents or
20 information subject to the attorney-client privilege, the attorney work-product
21 doctrine, the joint-defense and/or common interest privilege, or any other applicable
22 privileges. Time Warner further objects to this Interrogatory to the extent it purports
23 to require the identification of documents from sources that are not reasonably
24 accessible because of undue burden and cost.

GlaserWeil

1 DATED: April 18, 2016

GLASER WEIL FINK HOWARD
AVCHEN & SHAPIRO LLP

3 By: /s/ Erica J. Van Loon

4 PATRICIA L. GLASER

5 ERICA J. VAN LOON

6 BRITTANY ELIAS

Attorneys for Defendants

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California; I am over the age of 18 and not a party to the within action; my business address is 10250 Constellation Boulevard, 19th Floor, Los Angeles, California 90067.

On April 18, 2016, I served the foregoing document(s) described as: **TIME WARNER INC.'S OBJECTIONS AND RESPONSE TO PLAINTIFF'S INTERROGATORIES (SET ONE)** on the interested parties to this action at the following address(es):

SEE ATTACHED LIST

- ☐ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in Los Angeles, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.
- ☐ **(BY ELECTRONIC SERVICE)** by causing the foregoing document(s) to be electronically filed using the Court's Electronic Filing System which constitutes service of the filed document(s) on the individual(s) listed on the attached mailing list.
- ☒ **(BY E-MAIL SERVICE)** I caused such document to be delivered electronically via e-mail to the e-mail address of the addressee(s) set forth in the attached service list.
- ☐ **(BY OVERNIGHT DELIVERY)** I served the foregoing document by FedEx, an express service carrier which provides overnight delivery, as follows: I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.
- ☐ **(BY FACSIMILE)** I caused the above-referenced document to be transmitted to the interested parties via facsimile transmission to the fax number(s) as stated on the attached service list.
- ☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).
- ☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- ☒ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury that the above is true and correct.

Executed on April 18, 2016, at Los Angeles, California.

/s/ Nicholas E. Huskins
Nicholas E. Huskins

GlaserWeil

SERVICE LIST

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EXHIBIT T

GlaserWeil

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 Attorneys for Defendant CONACO, LLC

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF CALIFORNIA

ROBERT ALEXANDER KASEBERG,

Plaintiff,

v.

CONACO, LLC, TURNER
 BROADCASTING SYSTEM, TIME
 WARNER, INC., CONAN O'BRIEN,
 JEFF ROSS, MIKE SWEENEY; DOES
 1-50, inclusive,

Defendants.

CASE NO.: 15-CV-01637-JLS-DHB

Hon. Janis L. Sammartino

**CONACO, LLC'S OBJECTIONS
 AND RESPONSE TO
 PLAINTIFF'S REQUEST FOR
 PRODUCTION OF DOCUMENTS
 AND THINGS (SET ONE)**

PROPOUNDING PARTY: ROBERT ALEXANDER KASEBERG

RESPONDING PARTY: CONACO, LLC

SET NO.: ONE

Pursuant to Fed. R. Civ. P. 26 and 34, Conaco, LLC ("Conaco") hereby provides its objections and responses to Plaintiff, Robert Alexander Kaseberg's ("Plaintiff" or "Kaseberg") Request for Production of Documents and Things (Set One) as follows:

PRELIMINARY STATEMENT

In responding to the document requests, Conaco will endeavor to produce those responsive documents presently known by or available to Conaco which are not privileged or otherwise protected from disclosure. However, the discovery, investigation and preparation for trial of Conaco with respect to this action have not been completed as of the date of these responses. Conaco anticipates that ongoing discovery and investigation may uncover documents not presently known but upon which they necessarily will rely in this action. Consequently, the responses contained herein are not intended to and shall not preclude Conaco from relying upon documents uncovered during ongoing discovery and investigation related to this action, whether or not identified or produced herein. As discovery is ongoing and continuing with respect to each of the categories of documents sought by the document requests, Conaco reserves the right to supplement and/or amend these responses to the document requests at any time up to and including the trial of this action.

GENERAL OBJECTIONS

Conaco's responses are subject to the following General Objections, which are incorporated into each and every response as though fully set forth herein:

1. Conaco objects to these Requests to the extent that they call for the production of documents protected by the attorney-client privilege, the attorney work-product doctrine, the joint-defense and/or common interest privilege, the right of privacy, or any other applicable privileges. Any inadvertent production of such information shall not be deemed to waive any privilege with respect to such information or any work product doctrine which may attach thereto.

2. Conaco objects to these Requests to the extent they seek to impose obligations upon Conaco not required by the Federal Rules of Civil Procedure, the Local Rules for the United States District Court for the Southern District of California ("Local Rules"), or the Orders of this Court. Conaco's responses shall be controlled

1 and comply with the Federal Rules of Civil Procedure, the Local Rules, and the
2 Orders of the Court, and not necessarily by Plaintiff's instructions or definitions.

3 3. Conaco objects to these Requests and their accompanying Definitions
4 and Instructions as overly broad and unduly burdensome to the extent that they seek
5 information that exceeds the permissible scope of discovery and seek documents that
6 are neither relevant nor reasonably calculated to lead to the discovery of admissible
7 evidence.

8 4. Conaco objects to these Requests on the grounds that the burden and
9 expense of responding outweighs the likelihood that the information sought may lead
10 to the discovery of admissible evidence and the collection of this information is
11 unreasonably or unduly burdensome, given the needs of the case, the parties'
12 resources, the importance of the discovery in resolving the issues and the availability
13 of alternative, less burdensome or expensive means of obtaining the same or similar
14 information.

15 5. Conaco objects to these Requests to the extent they seek production of
16 documents not relevant to any party's claims or defenses or proportional to the needs
17 of the case, and expressly reserves all rights to withhold documents on that basis
18 alone or in conjunction with other bases set forth herein.

19 6. Conaco objects to these Requests to the extent they call for the
20 production of documents and information not kept by Conaco in the ordinary course
21 of business.

22 7. Conaco objects to these Requests to the extent they seek documents in
23 the possession or control of individuals or entities other than Conaco.

24 8. Conaco objects to these Requests to the extent they are unreasonably
25 duplicative in nature, and designed to harass and increase costs, rather than reflect a
26 good faith effort at seeking relevant evidence.

27 9. Conaco objects to these Requests to the extent that they call for
28 information which is confidential, commercially sensitive, or which constitute

1 financial or proprietary information or trade secrets or which are otherwise protected
 2 from disclosure by law or contract. To the extent Conaco agrees to produce
 3 confidential information, it will do so only pursuant to the entry of a suitable
 4 protective order in this action.

5 10. Conaco objects to these Requests to the extent it calls for production of
 6 documents that are not relevant to the subject matter involved in the pending action.

7 11. Conaco objects to these Requests to the extent that they call for Conaco
 8 to create compilations of material or calls for matters to be produced in a form or
 9 manner other than that kept by Conaco in the usual course of business.

10 12. Conaco objects to these Requests to the extent they seek documents or
 11 information which are subject to certain confidentiality provisions between Conaco
 12 and/or its affiliated companies and/or others and which may not be disclosed absent
 13 the consent of the parties to such contracts.

14 13. Conaco objects to these Requests to the extent that they prematurely call
 15 for the production of documents and things ahead of the schedules established by the
 16 Federal Rules of Civil Procedure, the Local Rules, and the Orders of the Court.

17 14. Conaco objects to Plaintiff's definition of "YOU" and "YOUR" as
 18 vague, ambiguous, overbroad, unduly burdensome, not relevant, not likely to lead to
 19 the discovery of admissible evidence, and disproportionate to the needs of this case,
 20 to the extent it purports to require Conaco to respond on behalf of persons or entities
 21 other than Conaco. For purposes of its responses herein, Conaco will interpret
 22 "YOU" and "YOUR" to refer solely to Conaco, LLC and those documents or
 23 information in its possession, custody, or control.

24 15. Each and every general objection above is incorporated into each
 25 response below.

26 **RESPONSES TO REQUEST FOR PRODUCTION OF DOCUMENTS**
 27 **REQUEST FOR PRODUCTION NO. 1:**

28 ANY and ALL DOCUMENTS, tangible things and other items that support,

1 refute or in ANY way RELATE TO YOUR DENIAL of the allegations in the
2 COMPLAINT.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

4 Conaco incorporates by reference each of the foregoing General Objections.
5 Conaco objects to this Request to the extent it seeks information protected under the
6 attorney-client privilege, the attorney work-product doctrine, the joint-defense and/or
7 common interest privilege, or any other applicable privileges. Conaco further objects
8 to the definition of “YOUR” as overbroad and vague and ambiguous. Conaco will
9 interpret “YOUR” to refer to Conaco, LLC and its directors, officers, and employees
10 only. Conaco further objects to this Request as vague, ambiguous, overbroad, and
11 unduly burdensome to the extent it seeks information not relevant to any party’s
12 claims or defenses or proportional to the needs of this case. Conaco further objects to
13 this Request as overly broad and unduly burdensome to the extent it seeks “any and
14 all documents” relating to Conaco’s denial of the allegations in the Complaint,
15 including those documents that are duplicative or redundant and/or documents that
16 are not relevant to any party’s claim or defense and not proportional to the needs of
17 the case. Conaco further objects to this Request to the extent it seeks documents that
18 are either publicly available or equally available to Plaintiff, and the burden of
19 obtaining the responsive information is substantially the same for Plaintiff as it is for
20 Conaco. Conaco further objects to this Request to the extent it seeks documents
21 previously produced to Plaintiff and/or already within his possession, custody, or
22 control.

23 Subject to and without waiving the foregoing general and specific objections,
24 and subject to Conaco’s understanding of this Request, Conaco responds as follows:
25 Conaco is conducting a reasonable search and will produce relevant and non-
26 privileged documents within its possession responsive to this Request within thirty
27 (30) days after the entry of a protective order in this action, to the extent such
28 documents may exist and have not already been produced. Conaco is not withholding

1 any non-privileged documents from production on the basis of these objections.

2 **REQUEST FOR PRODUCTION NO. 2:**

3 ANY and ALL DOCUMENTS that support, refute or RELATE TO ANY and
4 ALL affirmative defenses in your Answer.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

6 Conaco incorporates by reference each of the foregoing General Objections.
7 Conaco objects to this Request to the extent it seeks information protected under the
8 attorney-client privilege, the attorney work-product doctrine, the joint-defense and/or
9 common interest privilege, or any other applicable privileges. Conaco further objects
10 to the definition of “YOUR” as overbroad and vague and ambiguous. Conaco will
11 interpret “YOUR” to refer to Conaco, LLC and its directors, officers, and employees
12 only. Conaco further objects to this Request as vague, ambiguous, overbroad, and
13 unduly burdensome to the extent it seeks information not relevant to any party’s
14 claims or defenses or proportional to the needs of this case. Conaco further objects to
15 this Request as overly broad and unduly burdensome to the extent it seeks “any and
16 all documents” relating to Conaco’s affirmative defenses, including those documents
17 that are duplicative or redundant and/or documents that are not relevant to any party’s
18 claim or defense and not proportional to the needs of the case. Conaco further objects
19 to this Request to the extent it seeks documents that are either publicly available or
20 equally available to Plaintiff, and the burden of obtaining the responsive information
21 is substantially the same for Plaintiff as it is for Conaco. Conaco further objects to
22 this Request to the extent it seeks documents previously produced to Plaintiff and/or
23 already within his possession, custody, or control.

24 Subject to and without waiving the foregoing general and specific objections,
25 and subject to Conaco’s understanding of this Request, Conaco responds as follows:
26 Conaco is conducting a reasonable search and will produce relevant and non-
27 privileged documents within its possession responsive to this Request within thirty
28 (30) days after the entry of a protective order in this action, to the extent such

1 documents may exist and have not already been produced. Conaco is not withholding
2 any non-privileged documents from production on the basis of these objections.

3 **REQUEST FOR PRODUCTION NO. 3:**

4 ANY and ALL DOCUMENTS, tangible things and other items that RELATE
5 TO YOUR annual gross revenues in 2015.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

7 Conaco incorporates by reference each of the foregoing General Objections.
8 Conaco objects to this Request to the extent it seeks information protected under the
9 attorney-client privilege, the attorney work-product doctrine, the joint-defense and/or
10 common interest privilege, or any other applicable privileges. Conaco further objects
11 to the definition of “YOUR” as overbroad and vague and ambiguous. Conaco will
12 interpret “YOUR” to refer to Conaco, LLC and its directors, officers, and employees
13 only. Conaco further objects to the undefined term “annual gross revenues” as vague
14 and ambiguous in that it fails to specifically identify the revenue information to which
15 this Request relates. Conaco further objects to this Request as Conaco’s annual gross
16 revenues are irrelevant to Plaintiff’s claim for alleged damages as to four one-liner
17 jokes. Conaco further objects to this Request as overbroad, unduly burdensome, and
18 harassing to the extent the proposed discovery seeks financial information which is
19 not relevant to any party’s claim or defense and is not proportional to the needs of the
20 case, especially to the extent the Request seeks revenue information not attributable to
21 any alleged infringement. Conaco further objects to this Request as overly broad and
22 unduly burdensome to the extent it seeks “any and all documents” relating to
23 Conaco’s annual gross revenues in 2015, including those documents that are
24 duplicative or redundant and/or documents that are not relevant to any party’s claim
25 or defense and not proportional to the needs of the case. Conaco further objects to
26 this Request to the extent it seeks confidential information prior to the entry of a
27 suitable protective order in this case. Conaco further objects to this Request to the
28 extent it seeks documents or information which are subject to certain confidentiality

1 provisions between Conaco and/or its affiliated companies and/or others and which
 2 may not be disclosed absent the consent of the parties to such contracts. Conaco
 3 further objects to this Request to the extent it seeks documents or information from
 4 sources that are not reasonably accessible because of undue burden and cost.

5 Subject to and without waiving the foregoing general and specific objections,
 6 and subject to Conaco's understanding of this Request, Conaco responds as follows:
 7 Conaco intends to withhold documents based on its objections, including specifically
 8 withholding those documents not relevant to any claims or defenses in this litigation.

9 **REQUEST FOR PRODUCTION NO. 4:**

10 ANY and ALL DOCUMENTS, tangible things and other items that RELATE
 11 TO YOUR annual net profits in 2015.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

13 Conaco incorporates by reference each of the foregoing General Objections.
 14 Conaco objects to this Request to the extent it seeks information protected under the
 15 attorney-client privilege, the attorney work-product doctrine, the joint-defense and/or
 16 common interest privilege, or any other applicable privileges. Conaco further objects
 17 to the definition of "YOUR" as overbroad and vague and ambiguous. Conaco will
 18 interpret "YOUR" to refer to Conaco, LLC and its directors, officers, and employees
 19 only. Conaco further objects to the undefined term "annual net profits" as vague and
 20 ambiguous in that it fails to specifically identify the profit information to which this
 21 Request relates. Conaco further objects to this Request as Conaco's annual net profits
 22 are irrelevant to Plaintiff's claim for alleged damages as to four one-liner jokes.
 23 Conaco further objects to this Request as overbroad, unduly burdensome, and
 24 harassing to the extent the proposed discovery seeks financial information which is
 25 not relevant to any party's claim or defense and is not proportional to the needs of the
 26 case, especially to the extent the Request seeks profit information not attributable to
 27 any alleged infringement. Conaco further objects to this Request as overly broad and
 28 unduly burdensome to the extent it seeks "any and all documents" relating to

Conaco's annual net profits in 2015, including those documents that are duplicative or redundant and/or documents that are not relevant to any party's claim or defense and not proportional to the needs of the case. Conaco further objects to this Request to the extent it seeks confidential information prior to the entry of a suitable protective order in this case. Conaco further objects to this Request to the extent it seeks documents or information which are subject to certain confidentiality provisions between Conaco and/or its affiliated companies and/or others and which may not be disclosed absent the consent of the parties to such contracts. Conaco further objects to this Request to the extent it seeks documents or information from sources that are not reasonably accessible because of undue burden and cost.

Subject to and without waiving the foregoing general and specific objections, and subject to Conaco's understanding of this Request, Conaco responds as follows: Conaco intends to withhold documents based on its objections, including specifically withholding those documents not relevant to any claims or defenses in this litigation.

REQUEST FOR PRODUCTION NO. 5:

ANY and ALL DOCUMENTS, tangible things and other items that RELATE TO amount paid to each writer — whether staff, contract, or writers for the "CONAN" show in 2015.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

Conaco incorporates by reference each of the foregoing General Objections. Conaco objects to this Request to the extent it seeks personal financial information subject to the attorney-client privilege, the attorney work-product doctrine, the right of privacy, or any other applicable privileges. Conaco further objects to this Request as overbroad, unduly burdensome, and harassing to the extent the Request seeks information which is not relevant to any party's claim or defense and is not proportional to the needs of the case, especially to the extent the Request is not limited in scope to those writers that wrote, created or edited the jokes specifically identified in the Complaint. Conaco further objects that the amounts paid to the

writers of the “Conan” show in 2015 are irrelevant to Plaintiff’s claim for alleged damages as to four one-liner jokes. Conaco further objects to this Request as overly broad and unduly burdensome to the extent it seeks “any all documents” relating to the amount paid to “Conan” show writers in 2015, including those documents that are duplicative or redundant and/or documents that are not relevant to any party’s claim or defense and not proportional to the needs of the case. Conaco further objects to this Request to the extent it seeks confidential information prior to the entry of a suitable protective order in this case.

Subject to and without waiving the foregoing general and specific objections, and subject to Conaco’s understanding of this Request, Conaco responds as follows: Conaco intends to withhold documents based on its objections, including specifically withholding those documents not relevant to any claims or defenses in this litigation.

REQUEST FOR PRODUCTION NO. 6:

ANY and ALL DOCUMENTS, including any and all emails, involving JOSH COMERS regarding any and all jokes MR. COMERS submitted to you for use on the “CONAN” show monologue in the last three years.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

Conaco incorporates by reference each of the foregoing General Objections. Conaco objects to this Request to the extent it seeks information protected under the attorney-client privilege, the attorney work-product doctrine, the joint-defense and/or common interest privilege, or any other applicable privileges. Conaco further objects to the definition of “YOU” as overbroad and vague and ambiguous. Conaco will interpret “YOU” to refer to Conaco, LLC and its directors, officers, and employees only. Conaco further objects to this Request as overbroad, unduly burdensome, and harassing to the extent the Request seeks information which is not relevant to any party’s claim or defense and is not proportional to the needs of the case, especially to the extent the Request is not limited in scope to those jokes that are specifically identified in the Complaint. Conaco further objects to this Request to the extent it

1 calls for the production of information not kept by Conaco in the ordinary course of
 2 business. Conaco further objects to this Request to the extent it seeks confidential
 3 information prior to the entry of a suitable protective order in this case. Conaco
 4 further objects to this Request to the extent it seeks documents or information from
 5 sources that are not reasonably accessible because of undue burden and cost.

6 Subject to and without waiving the foregoing general and specific objections,
 7 and subject to Conaco's understanding of this Request, Conaco responds as follows:
 8 Conaco is conducting a reasonable search and will produce relevant and non-
 9 privileged documents within its possession concerning Josh Comers and the jokes at
 10 issue within thirty (30) days after the entry of a protective order in this action, to the
 11 extent such documents may exist and have not already been produced. Conaco is not
 12 withholding any non-privileged documents from production on the basis of these
 13 objections.

14 **REQUEST FOR PRODUCTION NO. 7:**

15 ANY and ALL DOCUMENTS, including any and all emails, involving
 16 BRIAN KILEY (sic) regarding any and all jokes MR. KILEY (sic) submitted to you
 17 for use on the "CONAN" show monologue in the last three years.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 7:**

19 Conaco incorporates by reference each of the foregoing General Objections.
 20 Conaco objects to this Request to the extent it seeks information protected under the
 21 attorney-client privilege, the attorney work-product doctrine, the joint-defense and/or
 22 common interest privilege, or any other applicable privileges. Conaco further objects
 23 to the definition of "YOU" as overbroad and vague and ambiguous. Conaco will
 24 interpret "YOU" to refer to Conaco, LLC and its directors, officers, and employees
 25 only. Conaco further objects to this Request as overbroad, unduly burdensome, and
 26 harassing to the extent the Request seeks information which is not relevant to any
 27 party's claim or defense and is not proportional to the needs of the case, especially to
 28 the extent the Request is not limited in scope to those jokes that are specifically

1 identified in the Complaint. Conaco further objects to this Request to the extent it
 2 calls for the production of information not kept by Conaco in the ordinary course of
 3 business. Conaco further objects to this Request to the extent it seeks confidential
 4 information prior to the entry of a suitable protective order in this case. Conaco
 5 further objects to this Request to the extent it seeks documents or information from
 6 sources that are not reasonably accessible because of undue burden and cost.

7 Subject to and without waiving the foregoing general and specific objections,
 8 and subject to Conaco's understanding of this Request, Conaco responds as follows:
 9 Conaco is conducting a reasonable search and will produce relevant and non-
 10 privileged documents within its possession concerning Brian Kiley and the jokes at
 11 issue within thirty (30) days after the entry of a protective order in this action, to the
 12 extent such documents may exist and have not already been produced. Conaco is not
 13 withholding any non-privileged documents from production on the basis of these
 14 objections.

15 **REQUEST FOR PRODUCTION NO. 8:**

16 ANY and ALL DOCUMENTS, including any and all emails, involving ROB
 17 KUTNER regarding any and all jokes MR. KUTNER submitted to you for use on the
 18 "CONAN" show monologue in the last three years.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 8:**

20 Conaco incorporates by reference each of the foregoing General Objections.
 21 Conaco objects to this Request to the extent it seeks information protected under the
 22 attorney-client privilege, the attorney work-product doctrine, the joint-defense and/or
 23 common interest privilege, or any other applicable privileges. Conaco further objects
 24 to the definition of "YOU" as overbroad and vague and ambiguous. Conaco will
 25 interpret "YOU" to refer to Conaco, LLC and its directors, officers, and employees
 26 only. Conaco further objects to this Request as overbroad, unduly burdensome, and
 27 harassing to the extent the Request seeks information which is not relevant to any
 28 party's claim or defense and is not proportional to the needs of the case, especially to

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1 the extent the Request is not limited in scope to those jokes that are specifically
 2 identified in the Complaint. Conaco further objects to this Request to the extent it
 3 calls for the production of information not kept by Conaco in the ordinary course of
 4 business. Conaco further objects to this Request to the extent it seeks confidential
 5 information prior to the entry of a suitable protective order in this case. Conaco
 6 further objects to this Request to the extent it seeks documents or information from
 7 sources that are not reasonably accessible because of undue burden and cost.

8 Subject to and without waiving the foregoing general and specific objections,
 9 and subject to Conaco's understanding of this Request, Conaco responds as follows:
 10 Conaco is conducting a reasonable search and will produce relevant and non-
 11 privileged documents within its possession concerning Rob Kutner and the jokes at
 12 issue within thirty (30) days after the entry of a protective order in this action, to the
 13 extent such documents may exist and have not already been produced. Conaco is not
 14 withholding any non-privileged documents from production on the basis of these
 15 objections.

16
 17 DATED: April 18, 2016

GLASER WEIL FINK HOWARD
 AVCHEN & SHAPIRO LLP

18
 19 By: /s/ Erica J. Van Loon

PATRICIA L. GLASER

ERICA J. VAN LOON

BRITTANY ELIAS

Attorneys for Defendant CONACO, LLC

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California; I am over the age of 18 and not a party to the within action; my business address is 10250 Constellation Boulevard, 19th Floor, Los Angeles, California 90067.

On April 18, 2016, I served the foregoing document(s) described as: **CONACO, LLC'S OBJECTIONS AND RESPONSE TO PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS (SET ONE)** on the interested parties to this action at the following address(es):

SEE ATTACHED LIST

- ☐ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in Los Angeles, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.
- ☐ **(BY ELECTRONIC SERVICE)** by causing the foregoing document(s) to be electronically filed using the Court's Electronic Filing System which constitutes service of the filed document(s) on the individual(s) listed on the attached mailing list.
- ☒ **(BY E-MAIL SERVICE)** I caused such document to be delivered electronically via e-mail to the e-mail address of the addressee(s) set forth in the attached service list.
- ☐ **(BY OVERNIGHT DELIVERY)** I served the foregoing document by FedEx, an express service carrier which provides overnight delivery, as follows: I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.
- ☐ **(BY FACSIMILE)** I caused the above-referenced document to be transmitted to the interested parties via facsimile transmission to the fax number(s) as stated on the attached service list.
- ☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).
- ☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- ☒ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury that the above is true and correct.

Executed on April 18, 2016, at Los Angeles, California.

/s/ Nicholas E. Huskins
Nicholas E. Huskins

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EXHIBIT U

JAYSON M. LORENZO

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May 13, 2016

Nicholas E. Huskins
Glaser Weil Fink Howard Avchen & Shapiro LLP
10250 Constellation Blvd. 19th Floor
Los Angeles, CA 90067

Re: Kasebert v. Conaco, LLC, et al.

Dear Mr. Huskins:

I am in receipt of your letter dated May 9, 2016, addressing your contended deficiencies in my client's responses to Conaco, LLC's First Set of Interrogatories, Requests for Production of Documents and Things, and Requests for Admission, served April 25, 2016. This letter is to address some of the deficiencies I have found with respect to each of Conaco's, Conan O'Brien's, Jeff Ross', Mike Sweeney's, TBS's, and Time Warner's (collectively "Defendants") responses to Plaintiff's Special Interrogatories, Set One, and Plaintiff's Request for Production of Documents and Things, Set One, received on April 18, 2016.

1. Conaco LLC's Responses to Plaintiff's Special Interrogatories, Set One

Conaco LLC's Responses to the following Interrogatories propounded in Plaintiff's Special Interrogatories, Set one are deficient, inadequate, and improper. For purposes of the parties' meet and confer, I provide the following summary of certain deficiencies:

General Objection No. 4/Objection to definition of "YOUR."

In serving its Special Interrogatories, Set One, Plaintiff included an "Instructions" and "Definitions" section. In that definition section, Plaintiff defines "YOUR" to include:

"Defendant individually and collectively, and his or her, its or their affiliates and parent company and anyone acting on their, his or her behalf, including, but not limited to, past and present officers, directors, shareholders, agents, employees, representatives, affiliates, attorneys, accountants, investigators, or anyone else acting in their, his or its interest, on their, her or its behalf, or at their, her or its request, and each of them."

However, In General Objection No. 4, Defendant objects to the definitions and instructions "as overly broad and unduly burdensome to the extent that they seek information that exceeds

the permissible scope of discovery and information or documents that are neither relevant nor proportional to the needs of the case.” In addition, Defendant objects in almost every response to the definition of “YOUR” and seeks to limit the definition to only “Conaco, LLC, and its directors, officers, and employees only.”

This limited definition selected by Defendant does not fully encompass the individuals who may have been involved in the acts as alleged in the complaint. To limit the definition to Defendant’s chosen definition is to leave out former employees, independent contractors, and other agents who may have been involved in the alleged infringing acts.

As you are likely aware, the use of reasonable definitions prefacing a series of interrogatories is not prohibited by the FRCP. *See Diversified Products Corp. v. Sports Center Co.*, 42 F.R.D. 3, 10 (M.D. Dc. 1967). With this in mind, Plaintiff asks Defendant to amend its responses to remove General Objection No. 4, and also remove each objection that seeks to limit Plaintiff’s defined term, “YOUR,” to only Conaco LLC, its directors, officers, and employees.

Interrogatory Nos. 1, 2, and 3

Interrogatory No. 1 asks Defendant to “IDENTIFY YOUR annual gross revenues in 2015.” Defendant objects to this interrogatory on the grounds that:

- 1) The term “annual gross revenues” is vague and ambiguous in that it fails to specifically identify what revenue information it seeks from Conaco;
- 2) Annual gross revenues are irrelevant to Plaintiff’s claim for alleged damages as to four one-liner jokes;
- 3) The interrogatory is overbroad, unduly burdensome, and harassing to the extent the proposed discovery seeks financial information which is not relevant to any party’s claim or defenses and is not proportional to the needs of the case;
- 4) The interrogatory seeks confidential information prior to the entry of a suitable protective order; and
- 5) The interrogatory seeks information which is subject to certain confidentiality provisions between Conaco and/or its affiliated companies which may not be disclosed absent the consent of the parties to such contracts.

Information with respect to Defendant’s annual gross revenues is essential to Plaintiff’s claim for copyright infringement because that information relates to damages, an essential element of Plaintiff’s claim. 17 USC 504(b) states (b) Actual Damages and Profits.— The copyright owner is entitled to recover the actual damages suffered by him or her as a result of the infringement, and any profits of the infringer that are attributable to the infringement and are not taken into account in computing the actual damages. In establishing the infringer’s profits, the copyright owner is required to present proof only of the infringer’s gross revenue, and the infringer is required to prove his or her deductible expenses and the elements of profit attributable to factors other than the copyrighted work.

My client has the burden of showing your client's gross revenue and your client is required to prove deductible expenses. Thus, financial information is relevant to my client's claim and he is entitled to know what your client's gross revenues are and what your client is

claiming as deductible expenses. Furthermore, the term “annual gross revenues” doesn’t need to be defined. It is simple enough for a lay person to understand, as “annual” means yearly and “gross revenues” means income before expenses. There is no ambiguity in the term. Furthermore, the second and third objections based on relevance are unwarranted, as I have already stated that this information is crucial to proving Plaintiff’s damages. As to the fourth and fifth objections, ones based on confidentiality, as you know we have already met and conferred regarding a proposed protective order. Your office has taken the position that financial information should be for attorneys eyes only. I did not agree based on the 17 USC 504(b). Based on that your office stated it would take it up with the Judge, yet no motion for protective order has been filed. If we cannot agree on the production of documents and you do not file for a protective order I will simply go ahead and file motion to compel.

Interrogatory No. 2 asks Defendants to “identify all witnesses and persons who calculate and/or determine your annual gross revenues in 2015.” Defendant’s objections are essentially the same as those listed in Interrogatory No. 1. Determining the identity of these people is necessary for Plaintiff to prove his damages for Defendant’s infringement, as alleged in the Complaint. For the same reasons listed above in Interrogatory No. 1, Plaintiff requests that Defendant provide this information.

Interrogatory No. 3 asks Defendants to “Identify all documents that relate to your annual gross revenues in 2015.” Defendant’s objections are essentially the same as those listed in Interrogatory Nos. 2 and 3, with the addition of objections claiming that identifying “all documents” is “not proportional to the needs of the case,” and that the documents “are not reasonably accessible because of undue burden and cost.” Plaintiff believes that these documents are relevant and inquiry into these documents is reasonably calculated to lead to the discovery of admissible evidence because the documents themselves establish claimed damages. Without these documents, it is impossible for Plaintiff to establish damages for the infringement claim. Furthermore, Plaintiff fails to see what undue burden and cost will be sustained by Defendant by merely “identifying” the documents. This is not a request for production. For these reasons in addition to those listed in Interrogatory No. 1, Defendant should provide this information.

Interrogatory No. 5

Interrogatory No. 5 asks for the gross revenue or annual salary of each person listed in Interrogatory No. 4. The people listed in Interrogatory No. 4 were those individuals on Defendant’s writing staff who wrote, created, and/or edited the jokes at issue. Defendant objects to this Interrogatory on the following grounds:

- 1) It seeks information which is not relevant to any party’s claim or defense and is not proportional to the needs of the case;
- 2) It seeks the identification of confidential information prior to the entry of a suitable protective order;
- 3) Gross revenues or annual salaries of the writing staff or writing interns are irrelevant;
- 4) The information is privileged.

Once again, the information sought is relevant and this interrogatory is reasonably calculated to lead to the discovery of admissible evidence to prove Plaintiff’s claimed damages for

infringement. In addition to the annual gross revenues of Conaco as a whole, the individual salaries of those who published the alleged infringing jokes have a direct relationship to Plaintiff's damages. These individuals are undoubtedly paid in part based on the jokes that they submit. If Defendant plans to move for a protective order, it is insufficient to merely object that the interrogatory is seeking identification of confidential information prior to the entry of a suitable protective order unless that party has already moved for a protective order. *See American Rock Salt Co. v. Norfolk Southern Corp.*, 228 F.R.D. 426 (W.D. Ny. 2005).

2. Conan O' Brien's Responses to Plaintiff's Special Interrogatories, Set One

Defendants' Responses to the following Interrogatories propounded in Plaintiff's Special Interrogatories, Set one are deficient, inadequate, and improper. For purposes of the parties' meet and confer, I provide the following summary of certain deficiencies:

General Objection No. 4/Objection to definition of "YOUR."

In serving its Special Interrogatories, Set One, Plaintiff included an "Instructions" and "Definitions" section. In that definition section, Plaintiff defines "YOUR" to include:

"Defendant individually and collectively, and his or her, its or their affiliates and parent company and anyone acting on their, his or her behalf, including, but not limited to, past and present officers, directors, shareholders, agents, employees, representatives, affiliates, attorneys, accountants, investigators, or anyone else acting in their, his or its interest, on their, her or its behalf, or at their, her or its request, and each of them."

However, In General Objection No. 4, Defendant objects to the definitions and instructions "as overly broad and unduly burdensome to the extent that they seek information that exceeds the permissible scope of discovery and information or documents that are neither relevant nor proportional to the needs of the case." In addition, Defendant objects in almost every response to the definition of "YOUR" and seeks to limit the definition to only "Conaco, LLC, and its directors, officers, and employees only."

This limited definition selected by Defendant does not fully encompass the individuals who may have been involved in the acts as alleged in the complaint. To limit the definition to Defendant's chosen definition is to leave out former employees, independent contractors, and other agents who may have been involved in the alleged infringing acts.

As you are aware, the use of reasonable definitions prefacing a series of interrogatories is not prohibited by the FRCP. *See Diversified Products Corp. v. Sports Center Co.*, 42 F.R.D. 3, 10 (M.D. Dc. 1967). With this in mind, Plaintiff asks Defendant to amend its responses to remove General Objection No. 4, and also remove each objection that seeks to limit Plaintiff's defined term, "YOUR," to only Conaco LLC, its directors, officers, and employees.

Interrogatory Nos. 1, 2, and 3

Interrogatory No. 1 asks Defendant to “IDENTIFY YOUR annual gross revenues in 2015.” Defendant objects to this interrogatory on the grounds that:

1) The term “annual gross revenues” is vague and ambiguous in that it fails to specifically identify what revenue information it seeks from Conaco;

2) Annual gross revenues are irrelevant to Plaintiff’s claim for alleged damages as to four one-liner jokes;

3) The interrogatory is overbroad, unduly burdensome, and harassing to the extent the proposed discovery seeks financial information which is not relevant to any party’s claim or defenses and is not proportional to the needs of the case;

4) The interrogatory seeks confidential information prior to the entry of a suitable protective order; and

5) The interrogatory seeks information which is subject to certain confidentiality provisions between Conaco and/or its affiliated companies which may not be disclosed absent the consent of the parties to such contracts.

Information with respect to Defendant’s annual gross revenues is essential to Plaintiff’s claim for copyright infringement because that information relates to damages, an essential element of Plaintiff’s claim. 17 USC 504(b) states (b) Actual Damages and Profits.— The copyright owner is entitled to recover the actual damages suffered by him or her as a result of the infringement, and any profits of the infringer that are attributable to the infringement and are not taken into account in computing the actual damages. In establishing the infringer’s profits, the copyright owner is required to present proof only of the infringer’s gross revenue, and the infringer is required to prove his or her deductible expenses and the elements of profit attributable to factors other than the copyrighted work.

My client has the burden of showing your client's gross revenue and your client is required to prove deductible expenses. Thus, financial information is relevant to my client's claim and he is entitled to know what your client's gross revenues are and what your client is claiming as deductible expenses. Furthermore, the term “annual gross revenues” doesn’t need to be defined. It is simple enough for a lay person to understand, as “annual” means yearly and “gross revenues” means income before expenses. There is no ambiguity in the term. Furthermore, the second and third objections based on relevance are unwarranted, as I have already stated that this information is crucial to proving Plaintiff’s damages. As to the fourth and fifth objections, ones based on confidentiality, as you know we have already met and conferred regarding a proposed protective order. Your office has taken the position that financial information should be for attorneys eyes only. I did not agree based on the 17 USC 504(b). Based on that your office stated it would take it up with the Judge, yet no motion for protective order has been filed. If we cannot agree on the production of documents and you do not file for a protective order I will simply go ahead and file motion to compel.

Interrogatory No. 2 asks Defendants to “identify all witnesses and persons who calculate and/or determine your annual gross revenues in 2015.” Defendant’s objections are essentially the same as those listed in Interrogatory No. 1. Determining the identity of these people is necessary for Plaintiff to prove his damages for Defendant’s infringement, as alleged in the Complaint. For the same reasons listed above in Interrogatory No. 1, Plaintiff requests that Defendant provide this information.

Interrogatory No. 3 asks Defendants to “Identify all documents that relate to your annual gross revenues in 2015.” Defendant’s objections are essentially the same as those listed in Interrogatory Nos. 2 and 3, with the addition of objections claiming that identifying “all documents” is “not proportional to the needs of the case,” and that the documents “are not reasonably accessible because of undue burden and cost.” Plaintiff believes that these documents are relevant and inquiry into these documents is reasonably calculated to lead to the discovery of admissible evidence because the documents themselves establish claimed damages. Without these documents, it is impossible for Plaintiff to establish damages for the infringement claim. Furthermore, Plaintiff fails to see what undue burden and cost will be sustained by Defendant by merely “identifying” the documents. This is not a request for production. For these reasons in addition to those listed in Interrogatory No. 1, Defendant should provide this information.

Interrogatory No. 5

Interrogatory No. 5 asks for the gross revenue or annual salary of each person listed in Interrogatory No. 4. The people listed in Interrogatory No. 4 were those individuals on Defendant’s writing staff who wrote, created, and/or edited the jokes at issue. Defendant objects to this Interrogatory on the following grounds:

- 1) It seeks information which is not relevant to any party’s claim or defense and is not proportional to the needs of the case;
- 2) It seeks the identification of confidential information prior to the entry of a suitable protective order;
- 3) Gross revenues or annual salaries of the writing staff or writing interns are irrelevant;
- 4) The information is privileged.

Once again, this information is relevant and the interrogatory is reasonably calculated to lead to the discovery of admissible evidence to prove Plaintiff’s claimed damages for infringement. In addition to the annual gross revenues of Conaco as a whole, the individual salaries of those who published the alleged infringing jokes have a direct relationship to Plaintiff’s damages. These individuals are undoubtedly paid in part based on the jokes that they submit. If Defendant plans to move for a protective order, it is insufficient to merely object that the interrogatory is seeking identification of confidential information prior to the entry of a suitable protective order unless that party has already moved for a protective order. *See American Rock Salt Co. v. Norfolk Southern Corp.*, 228 F.R.D. 426 (W.D. Ny. 2005).

3. Jeff Ross’ Responses to Plaintiff’s Special Interrogatories, Set One

Jeff Ross’ Responses to the following Interrogatories propounded in Plaintiff’s Special Interrogatories, Set one are deficient, inadequate, and improper. For purposes of the parties’ meet and confer, I provide the following summary of certain deficiencies:

General Objection No. 4/Objection to definition of “YOUR.”

In serving its Special Interrogatories, Set One, Plaintiff included an “Instructions” and

“Definitions” section. In that definition section, Plaintiff defines “YOUR” to include:

“Defendant individually and collectively, and his or her, its or their affiliates and parent company and anyone acting on their, his or her behalf, including, but not limited to, past and present officers, directors, shareholders, agents, employees, representatives, affiliates, attorneys, accountants, investigators, or anyone else acting in their, his or its interest, on their, her or its behalf, or at their, her or its request, and each of them.”

However, In General Objection No. 4, Defendant objects to the definitions and instructions “as overly broad and unduly burdensome to the extent that they seek information that exceeds the permissible scope of discovery and information or documents that are neither relevant nor proportional to the needs of the case.” In addition, Defendant objects in almost every response to the definition of “YOUR” and seeks to limit the definition to only “Conaco, LLC, and its directors, officers, and employees only.”

This limited definition selected by Defendant does not fully encompass the individuals who may have been involved in the acts as alleged in the complaint. To limit the definition to Defendant’s chosen definition is to leave out former employees, independent contractors, and other agents who may have been involved in the alleged infringing acts.

As you are aware, the use of reasonable definitions prefacing a series of interrogatories is not prohibited by the FRCP. *See Diversified Products Corp. v. Sports Center Co.*, 42 F.R.D. 3, 10 (M.D. Dc. 1967). With this in mind, Plaintiff asks Defendant to amend its responses to remove General Objection No. 4, and also remove each objection that seeks to limit Plaintiff’s defined term, “YOUR,” to only Conaco LLC, its directors, officers, and employees.

Interrogatory Nos. 1, 2, and 3

Interrogatory No. 1 asks Defendant to “IDENTIFY YOUR annual gross revenues in 2015.” Defendant objects to this interrogatory on the grounds that:

- 1) The term “annual gross revenues” is vague and ambiguous in that it fails to specifically identify what revenue information it seeks from Conaco;
- 2) Annual gross revenues are irrelevant to Plaintiff’s claim for alleged damages as to four one-liner jokes;
- 3) The interrogatory is overbroad, unduly burdensome, and harassing to the extent the proposed discovery seeks financial information which is not relevant to any party’s claim or defends and is not proportional to the needs of the case;
- 4) The interrogatory seeks confidential information prior to the entry of a suitable protective order; and
- 5) The interrogatory seeks information which is subject to certain confidentiality provisions between Conaco and/or its affiliated companies which may not be disclosed absent the consent of the parties to such contracts.

Information with respect to Defendant’s annual gross revenues is essential to Plaintiff’s claim for copyright infringement because that information relates to damages, an essential element of Plaintiff’s claim. 17 USC 504(b) states (b) Actual Damages and Profits.— The

copyright owner is entitled to recover the actual damages suffered by him or her as a result of the infringement, and any profits of the infringer that are attributable to the infringement and are not taken into account in computing the actual damages. In establishing the infringer's profits, the copyright owner is required to present proof only of the infringer's gross revenue, and the infringer is required to prove his or her deductible expenses and the elements of profit attributable to factors other than the copyrighted work.

My client has the burden of showing your client's gross revenue and your client is required to prove deductible expenses. Thus, financial information is relevant to my client's claim and he is entitled to know what your client's gross revenues are and what your client is claiming as deductible expenses. Furthermore, the term "annual gross revenues" doesn't need to be defined. It is simple enough for a lay person to understand, as "annual" means yearly and "gross revenues" means income before expenses. There is no ambiguity in the term. Furthermore, the second and third objections based on relevance are unwarranted, as I have already stated that this information is crucial to proving Plaintiff's damages. As to the fourth and fifth objections, ones based on confidentiality, as you know we have already met and conferred regarding a proposed protective order. Your office has taken the position that financial information should be for attorneys eyes only. I did not agree based on the 17 USC 504(b). Based on that your office stated it would take it up with the Judge, yet no motion for protective order has been filed. If we cannot agree on the production of documents and you do not file for a protective order I will simply go ahead and file motion to compel.

Interrogatory No. 2 asks Defendants to "identify all witnesses and persons who calculate and/or determine your annual gross revenues in 2015." Defendant's objections are essentially the same as those listed in Interrogatory No. 1. Determining the identity of these people is necessary for Plaintiff to prove his damages for Defendant's infringement, as alleged in the Complaint. For the same reasons listed above in Interrogatory No. 1, Plaintiff requests that Defendant provide this information.

Interrogatory No. 3 asks Defendants to "Identify all documents that relate to your annual gross revenues in 2015." Defendant's objections are essentially the same as those listed in Interrogatory Nos. 2 and 3, with the addition of objections claiming that identifying "all documents" is "not proportional to the needs of the case," and that the documents "are not reasonably accessible because of undue burden and cost." Plaintiff believes that these documents are relevant and inquiry into these documents is reasonably calculated to lead to the discovery of admissible evidence because the documents themselves establish claimed damages. Without these documents, it is impossible for Plaintiff to establish damages for the infringement claim. Furthermore, Plaintiff fails to see what undue burden and cost will be sustained by Defendant by merely "identifying" the documents. This is not a request for production. For these reasons in addition to those listed in Interrogatory No. 1, Defendant should provide this information.

Interrogatory No. 5

Interrogatory No. 5 asks for the gross revenue or annual salary of each person listed in Interrogatory No. 4. The people listed in Interrogatory No. 4 were those individuals on Defendant's writing staff who wrote, created, and/or edited the jokes at issue. Defendant objects

to this Interrogatory on the following grounds:

- 1) It seeks information which is not relevant to any party's claim or defense and is not proportional to the needs of the case;
- 2) It seeks the identification of confidential information prior to the entry of a suitable protective order;
- 3) Gross revenues or annual salaries of the writing staff or writing interns are irrelevant;
- 4) The information is privileged.

Once again, the information sought is relevant and this interrogatory is reasonably calculated to lead to the discovery of admissible evidence to prove Plaintiff's claimed damages for infringement. In addition to the annual gross revenues of Conaco as a whole, the individual salaries of those who published the alleged infringing jokes have a direct relationship to Plaintiff's damages. These individuals are undoubtedly paid in part based on the jokes that they submit. If Defendant plans to move for a protective order, it is insufficient to merely object that the interrogatory is seeking identification of confidential information prior to the entry of a suitable protective order unless that party has already moved for a protective order. *See American Rock Salt Co. v. Norfolk Southern Corp.*, 228 F.R.D. 426 (W.D. Ny. 2005).

4. Mike Sweeney's Responses to Plaintiff's Special Interrogatories, Set One

Mike Sweeney's Responses to the following Interrogatories propounded in Plaintiff's Special Interrogatories, Set one are deficient, inadequate, and improper. For purposes of the parties' meet and confer, I provide the following summary of certain deficiencies:

General Objection No. 4/Objection to definition of "YOUR."

In serving its Special Interrogatories, Set One, Plaintiff included an "Instructions" and "Definitions" section. In that definition section, Plaintiff defines "YOUR" to include:

"Defendant individually and collectively, and his or her, its or their affiliates and parent company and anyone acting on their, his or her behalf, including, but not limited to, past and present officers, directors, shareholders, agents, employees, representatives, affiliates, attorneys, accountants, investigators, or anyone else acting in their, his or its interest, on their, her or its behalf, or at their, her or its request, and each of them."

However, In General Objection No. 4, Defendant objects to the definitions and instructions "as overly broad and unduly burdensome to the extent that they seek information that exceeds the permissible scope of discovery and information or documents that are neither relevant nor proportional to the needs of the case." In addition, Defendant objects in almost every response to the definition of "YOUR" and seeks to limit the definition to only "Conaco, LLC, and its directors, officers, and employees only."

This limited definition selected by Defendant does not fully encompass the individuals who may have been involved in the acts as alleged in the complaint. To limit the definition to Defendant's chosen definition is to leave out former employees, independent contractors, and other agents who may have been involved in the alleged infringing acts.

As you are aware, the use of reasonable definitions prefacing a series of interrogatories is not prohibited by the FRCP. *See Diversified Products Corp. v. Sports Center Co.*, 42 F.R.D. 3, 10 (M.D. Dc. 1967). With this in mind, Plaintiff asks Defendant to amend its responses to remove General Objection No. 4, and also remove each objection that seeks to limit Plaintiff's defined term, "YOUR," to only Conaco LLC, its directors, officers, and employees.

Interrogatory Nos. 1, 2, and 3

Interrogatory No. 1 asks Defendant to "IDENTIFY YOUR annual gross revenues in 2015." Defendant objects to this interrogatory on the grounds that:

1) The term "annual gross revenues" is vague and ambiguous in that it fails to specifically identify what revenue information it seeks from Conaco;

2) Annual gross revenues are irrelevant to Plaintiff's claim for alleged damages as to four one-liner jokes;

3) The interrogatory is overbroad, unduly burdensome, and harassing to the extent the proposed discovery seeks financial information which is not relevant to any party's claim or defenses and is not proportional to the needs of the case;

4) The interrogatory seeks confidential information prior to the entry of a suitable protective order; and

5) The interrogatory seeks information which is subject to certain confidentiality provisions between Conaco and/or its affiliated companies which may not be disclosed absent the consent of the parties to such contracts.

Information with respect to Defendant's annual gross revenues is essential to Plaintiff's claim for copyright infringement because that information relates to damages, an essential element of Plaintiff's claim. 17 USC 504(b) states (b) Actual Damages and Profits.— The copyright owner is entitled to recover the actual damages suffered by him or her as a result of the infringement, and any profits of the infringer that are attributable to the infringement and are not taken into account in computing the actual damages. In establishing the infringer's profits, the copyright owner is required to present proof only of the infringer's gross revenue, and the infringer is required to prove his or her deductible expenses and the elements of profit attributable to factors other than the copyrighted work.

My client has the burden of showing your client's gross revenue and your client is required to prove deductible expenses. Thus, financial information is relevant to my client's claim and he is entitled to know what your client's gross revenues are and what your client is claiming as deductible expenses. Furthermore, the term "annual gross revenues" doesn't need to be defined. It is simple enough for a lay person to understand, as "annual" means yearly and "gross revenues" means income before expenses. There is no ambiguity in the term. Furthermore, the second and third objections based on relevance are unwarranted, as I have already stated that this information is crucial to proving Plaintiff's damages. As to the fourth and fifth objections, as you know we have already met and conferred regarding a proposed protective order. Your office has taken the position that financial information should be for attorneys eyes only. I did not agree based on the 17 USC 504(b). Based on that your office stated it would take it up with the Judge, yet no motion for protective order has been filed. If we cannot agree on the

production of documents and you do not file for a protective order I will simply go ahead and file motion to compel.

Interrogatory No. 2 asks Defendants to “identify all witnesses and persons who calculate and/or determine your annual gross revenues in 2015.” Defendant’s objections are essentially the same as those listed in Interrogatory No. 1. Determining the identity of these people is necessary for Plaintiff to prove his damages for Defendant’s infringement, as alleged in the Complaint. For the same reasons listed above in Interrogatory No. 1, Plaintiff requests that Defendant provide this information.

Interrogatory No. 3 asks Defendants to “Identify all documents that relate to your annual gross revenues in 2015.” Defendant’s objections are essentially the same as those listed in Interrogatory Nos. 2 and 3, with the addition of objections claiming that identifying “all documents” is “not proportional to the needs of the case,” and that the documents “are not reasonably accessible because of undue burden and cost.” Plaintiff believes that these documents are relevant and inquiry into these documents is reasonably calculated to lead to the discovery of admissible evidence because the documents themselves establish claimed damages. Without these documents, it is impossible for Plaintiff to establish damages for the infringement claim. Furthermore, Plaintiff fails to see what undue burden and cost will be sustained by Defendant by merely “identifying” the documents. This is not a request for production. For these reasons in addition to those listed in Interrogatory No. 1, Defendant should provide this information.

Interrogatory No. 5

Interrogatory No. 5 asks for the gross revenue or annual salary of each person listed in Interrogatory No. 4. The people listed in Interrogatory No. 4 were those individuals on Defendant’s writing staff who wrote, created, and/or edited the jokes at issue. Defendant objects to this Interrogatory on the following grounds:

- 1) It seeks information which is not relevant to any party’s claim or defense and is not proportional to the needs of the case;
- 2) It seeks the identification of confidential information prior to the entry of a suitable protective order;
- 3) Gross revenues or annual salaries of the writing staff or writing interns are irrelevant;
- 4) The information is privileged.

Once again, the information sought is relevant and this interrogatory is reasonably calculated to lead to the discovery of admissible evidence to prove Plaintiff’s claimed damages for infringement. In addition to the annual gross revenues of Conaco as a whole, the individual salaries of those who published the alleged infringing jokes have a direct relationship to Plaintiff’s damages. These individuals are undoubtedly paid in part based on the jokes that they submit. If Defendant plans to move for a protective order, it is insufficient to merely object that the interrogatory is seeking identification of confidential information prior to the entry of a suitable protective order unless that party has already moved for a protective order. *See American Rock Salt Co. v. Norfolk Southern Corp.*, 228 F.R.D. 426 (W.D. Ny. 2005).

5. TBS’s Responses to Plaintiff’s Special Interrogatories, Set One

TBS's Responses to the following Interrogatories propounded in Plaintiff's Special Interrogatories, Set one are deficient, inadequate, and improper. For purposes of the parties' meet and confer, I provide the following summary of certain deficiencies:

General Objection No. 4/Objection to definition of "YOUR."

In serving its Special Interrogatories, Set One, Plaintiff included an "Instructions" and "Definitions" section. In that definition section, Plaintiff defines "YOUR" to include:

"Defendant individually and collectively, and his or her, its or their affiliates and parent company and anyone acting on their, his or her behalf, including, but not limited to, past and present officers, directors, shareholders, agents, employees, representatives, affiliates, attorneys, accountants, investigators, or anyone else acting in their, his or its interest, on their, her or its behalf, or at their, her or its request, and each of them."

However, In General Objection No. 4, Defendant objects to the definitions and instructions "as overly broad and unduly burdensome to the extent that they seek information that exceeds the permissible scope of discovery and information or documents that are neither relevant nor proportional to the needs of the case." In addition, Defendant objects in almost every response to the definition of "YOUR" and seeks to limit the definition to only "Conaco, LLC, and its directors, officers, and employees only."

This limited definition selected by Defendant does not fully encompass the individuals who may have been involved in the acts as alleged in the complaint. To limit the definition to Defendant's chosen definition is to leave out former employees, independent contractors, and other agents who may have been involved in the alleged infringing acts.

As you are aware, the use of reasonable definitions prefacing a series of interrogatories is not prohibited by the FRCP. *See Diversified Products Corp. v. Sports Center Co.*, 42 F.R.D. 3, 10 (M.D. Dc. 1967). With this in mind, Plaintiff asks Defendant to amend its responses to remove General Objection No. 4, and also remove each objection that seeks to limit Plaintiff's defined term, "YOUR," to only Conaco LLC, its directors, officers, and employees.

Interrogatory Nos. 1, 2, and 3

Interrogatory No. 1 asks Defendant to "IDENTIFY YOUR annual gross revenues in 2015." Defendant objects to this interrogatory on the grounds that:

- 1) The term "annual gross revenues" is vague and ambiguous in that it fails to specifically identify what revenue information it seeks from Conaco;
- 2) Annual gross revenues are irrelevant to Plaintiff's claim for alleged damages as to four one-liner jokes;
- 3) The interrogatory is overbroad, unduly burdensome, and harassing to the extent the proposed discovery seeks financial information which is not relevant to any party's claim or defenses and is not proportional to the needs of the case;
- 4) The interrogatory seeks confidential information prior to the entry of a suitable

protective order; and

5) The interrogatory seeks information which is subject to certain confidentiality provisions between Conaco and/or its affiliated companies which may not be disclosed absent the consent of the parties to such contracts.

Information with respect to Defendant's annual gross revenues is essential to Plaintiff's claim for copyright infringement because that information relates to damages, an essential element of Plaintiff's claim. 17 USC 504(b) states (b) Actual Damages and Profits.— The copyright owner is entitled to recover the actual damages suffered by him or her as a result of the infringement, and any profits of the infringer that are attributable to the infringement and are not taken into account in computing the actual damages. In establishing the infringer's profits, the copyright owner is required to present proof only of the infringer's gross revenue, and the infringer is required to prove his or her deductible expenses and the elements of profit attributable to factors other than the copyrighted work.

My client has the burden of showing your client's gross revenue and your client is required to prove deductible expenses. Thus, financial information is relevant to my client's claim and he is entitled to know what your client's gross revenues are and what your client is claiming as deductible expenses. Furthermore, the term "annual gross revenues" doesn't need to be defined. It is simple enough for a lay person to understand, as "annual" means yearly and "gross revenues" means income before expenses. There is no ambiguity in the term. Furthermore, the second and third objections based on relevance are unwarranted, as I have already stated that this information is crucial to proving Plaintiff's damages. As to the fourth and fifth objections, as you know we have already met and conferred regarding a proposed protective order. Your office has taken the position that financial information should be for attorneys eyes only. I did not agree based on the 17 USC 504(b). Based on that your office stated it would take it up with the Judge, yet no motion for protective order has been filed. If we cannot agree on the production of documents and you do not file for a protective order I will simply go ahead and file motion to compel.

Interrogatory No. 2 asks Defendants to "identify all witnesses and persons who calculate and/or determine your annual gross revenues in 2015." Defendant's objections are essentially the same as those listed in Interrogatory No. 1. Determining the identity of these people is necessary for Plaintiff to prove his damages for Defendant's infringement, as alleged in the Complaint. For the same reasons listed above in Interrogatory No. 1, Plaintiff requests that Defendant provide this information.

Interrogatory No. 3 asks Defendants to "Identify all documents that relate to your annual gross revenues in 2015." Defendant's objections are essentially the same as those listed in Interrogatory Nos. 2 and 3, with the addition of objections claiming that identifying "all documents" is "not proportional to the needs of the case," and that the documents "are not reasonably accessible because of undue burden and cost." Plaintiff believes that these documents are relevant and inquiry into these documents is reasonably calculated to lead to the discovery of admissible evidence because the documents themselves establish claimed damages. Without these documents, it is impossible for Plaintiff to establish damages for the infringement claim. Furthermore, Plaintiff fails to see what undue burden and cost will be sustained by Defendant by

merely “identifying” the documents. This is not a request for production. For these reasons in addition to those listed in Interrogatory No. 1, Defendant should provide this information.

Interrogatory No. 5

Interrogatory No. 5 asks for the gross revenue or annual salary of each person listed in Interrogatory No. 4. The people listed in Interrogatory No. 4 were those individuals on Defendant’s writing staff who wrote, created, and/or edited the jokes at issue. Defendant objects to this Interrogatory on the following grounds:

- 1) It seeks information which is not relevant to any party’s claim or defense and is not proportional to the needs of the case;
- 2) It seeks the identification of confidential information prior to the entry of a suitable protective order;
- 3) Gross revenues or annual salaries of the writing staff or writing interns are irrelevant;
- 4) The information is privileged.

Once again, the information sought is relevant and this interrogatory is reasonably calculated to lead to the discovery of admissible evidence to prove Plaintiff’s claimed damages for infringement. In addition to the annual gross revenues of Conaco as a whole, the individual salaries of those who published the alleged infringing jokes have a direct relationship to Plaintiff’s damages. These individuals are undoubtedly paid in part based on the jokes that they submit. If Defendant plans to move for a protective order, it is insufficient to merely object that the interrogatory is seeking identification of confidential information prior to the entry of a suitable protective order unless that party has already moved for a protective order. *See American Rock Salt Co. v. Norfolk Southern Corp.*, 228 F.R.D. 426 (W.D. Ny. 2005).

6. Time Warner’s Responses to Plaintiff’s Special Interrogatories, Set One

Time Warner’s Responses to the following Interrogatories propounded in Plaintiff’s Special Interrogatories, Set one are deficient, inadequate, and improper. For purposes of the parties’ meet and confer, I provide the following summary of certain deficiencies:

General Objection No. 4/Objection to definition of “YOUR.”

In serving its Special Interrogatories, Set One, Plaintiff included an “Instructions” and “Definitions” section. In that definition section, Plaintiff defines “YOUR” to include:

“Defendant individually and collectively, and his or her, its or their affiliates and parent company and anyone acting on their, his or her behalf, including, but not limited to, past and present officers, directors, shareholders, agents, employees, representatives, affiliates, attorneys, accountants, investigators, or anyone else acting in their, his or its interest, on their, her or its behalf, or at their, her or its request, and each of them.”

However, In General Objection No. 4, Defendant objects to the definitions and instructions “as overly broad and unduly burdensome to the extent that they seek information that exceeds the permissible scope of discovery and information or documents that are neither relevant nor

proportional to the needs of the case.” In addition, Defendant objects in almost every response to the definition of “YOUR” and seeks to limit the definition to only “Conaco, LLC, and its directors, officers, and employees only.”

This limited definition selected by Defendant does not fully encompass the individuals who may have been involved in the acts as alleged in the complaint. To limit the definition to Defendant’s chosen definition is to leave out former employees, independent contractors, and other agents who may have been involved in the alleged infringing acts.

As you are aware, the use of reasonable definitions prefacing a series of interrogatories is not prohibited by the FRCP. *See Diversified Products Corp. v. Sports Center Co.*, 42 F.R.D. 3, 10 (M.D. Dc. 1967). With this in mind, Plaintiff asks Defendant to amend its responses to remove General Objection No. 4, and also remove each objection that seeks to limit Plaintiff’s defined term, “YOUR,” to only Conaco LLC, its directors, officers, and employees.

Interrogatory Nos. 1, 2, and 3

Interrogatory No. 1 asks Defendant to “IDENTIFY YOUR annual gross revenues in 2015.” Defendant objects to this interrogatory on the grounds that:

- 1) The term “annual gross revenues” is vague and ambiguous in that it fails to specifically identify what revenue information it seeks from Conaco;
- 2) Annual gross revenues are irrelevant to Plaintiff’s claim for alleged damages as to four one-liner jokes;
- 3) The interrogatory is overbroad, unduly burdensome, and harassing to the extent the proposed discovery seeks financial information which is not relevant to any party’s claim or defenses and is not proportional to the needs of the case;
- 4) The interrogatory seeks confidential information prior to the entry of a suitable protective order; and
- 5) The interrogatory seeks information which is subject to certain confidentiality provisions between Conaco and/or its affiliated companies which may not be disclosed absent the consent of the parties to such contracts.

Information with respect to Defendant’s annual gross revenues is essential to Plaintiff’s claim for copyright infringement because that information relates to damages, an essential element of Plaintiff’s claim. 17 USC 504(b) states (b) Actual Damages and Profits.— The copyright owner is entitled to recover the actual damages suffered by him or her as a result of the infringement, and any profits of the infringer that are attributable to the infringement and are not taken into account in computing the actual damages. In establishing the infringer’s profits, the copyright owner is required to present proof only of the infringer’s gross revenue, and the infringer is required to prove his or her deductible expenses and the elements of profit attributable to factors other than the copyrighted work.

My client has the burden of showing your client's gross revenue and your client is required to prove deductible expenses. Thus, financial information is relevant to my client's claim and he is entitled to know what your client's gross revenues are and what your client is claiming as deductible expenses. Furthermore, the term “annual gross revenues” doesn’t need to

be defined. It is simple enough for a lay person to understand, as “annual” means yearly and “gross revenues” means income before expenses. There is no ambiguity in the term. Furthermore, the second and third objections based on relevance are unwarranted, as I have already stated that this information is crucial to proving Plaintiff’s damages. As to the fourth and fifth objections, as you know we have already met and conferred regarding a proposed protective order. Your office has taken the position that financial information should be for attorneys eyes only. I did not agree based on the 17 USC 504(b). Based on that your office stated it would take it up with the Judge, yet no motion for protective order has been filed. If we cannot agree on the production of documents and you do not file for a protective order I will simply go ahead and file motion to compel.

Interrogatory No. 2 asks Defendants to “identify all witnesses and persons who calculate and/or determine your annual gross revenues in 2015.” Defendant’s objections are essentially the same as those listed in Interrogatory No. 1. Determining the identity of these people is necessary for Plaintiff to prove his damages for Defendant’s infringement, as alleged in the Complaint. For the same reasons listed above in Interrogatory No. 1, Plaintiff requests that Defendant provide this information.

Interrogatory No. 3 asks Defendants to “Identify all documents that relate to your annual gross revenues in 2015.” Defendant’s objections are essentially the same as those listed in Interrogatory Nos. 2 and 3, with the addition of objections claiming that identifying “all documents” is “not proportional to the needs of the case,” and that the documents “are not reasonably accessible because of undue burden and cost.” Plaintiff believes that these documents are relevant and inquiry into these documents is reasonably calculated to lead to the discovery of admissible evidence because the documents themselves establish claimed damages. Without these documents, it is impossible for Plaintiff to establish damages for the infringement claim. Furthermore, Plaintiff fails to see what undue burden and cost will be sustained by Defendant by merely “identifying” the documents. This is not a request for production. For these reasons in addition to those listed in Interrogatory No. 1, Defendant should provide this information.

Interrogatory No. 5

Interrogatory No. 5 asks for the gross revenue or annual salary of each person listed in Interrogatory No. 4. The people listed in Interrogatory No. 4 were those individuals on Defendant’s writing staff who wrote, created, and/or edited the jokes at issue. Defendant objects to this Interrogatory on the following grounds:

- 1) It seeks information which is not relevant to any party’s claim or defense and is not proportional to the needs of the case;
- 2) It seeks the identification of confidential information prior to the entry of a suitable protective order;
- 3) Gross revenues or annual salaries of the writing staff or writing interns are irrelevant;
- 4) The information is privileged.

Once again, the information sought is relevant and this interrogatory is reasonably calculated to lead to the discovery of admissible evidence to prove Plaintiff’s claimed damages for infringement. In addition to the annual gross revenues of Conaco as a whole, the individual

salaries of those who published the alleged infringing jokes have a direct relationship to Plaintiff's damages. These individuals are undoubtedly paid in part based on the jokes that they submit. If Defendant plans to move for a protective order, it is insufficient to merely object that the interrogatory is seeking identification of confidential information prior to the entry of a suitable protective order unless that party has already moved for a protective order. *See American Rock Salt Co. v. Norfolk Southern Corp.*, 228 F.R.D. 426 (W.D. Ny. 2005).

7. Conaco LLC's Responses to Plaintiff's Request for Production of Documents, Set One

Conaco LLC's Responses to the following Requests propounded in Plaintiff's Request for Production of Documents and Things, Set one are deficient, inadequate, and improper. For purposes of the parties' meet and confer, I provide the following summary of certain deficiencies:

Request for Production Nos. 3 and 4

Request for Production No. 3 asks for "ANY and ALL DOCUMENTS, tangible things and other items that RELATE TO YOUR annual gross revenues in 2015. In response, Defendant provides the same objections it provided in Interrogatories 1, 2, and 3. For the same reasons as those stated in the aforementioned interrogatories, Defendant should produce the requested documents.

Request for Production No. 4 asks for "ANY and ALL DOCUMENTS, tangible things and other items that RELATE TO YOUR annual net profits in 2015. Defendant asserted essentially the same objections as those asserted in Request for Production No. 3.

Though the term "annual net profits" is different than "annual gross revenues," it is still one that is not subject to any uncertainty or ambiguity. "Annual net profits" simply refers to the income retained by Defendant after expenses. Furthermore, this information is relevant for the same reasons as stated above, in that it is essential to proving Plaintiff's damages. With these reasons in mind, along with those listed in interrogatories 1, 2, and 3 above, Plaintiff respectfully asks for Defendant to provide the requested documents.

Request for Production Nos. 6, 7, and 8

Each of these Requests seeks documents involving JOSH COMERS, BRIAN KILEY, and ROB KUTNER, which were submitted to Defendant for use on the "CONAN" show monologue in the last three years. Defendant's response is that it will produce relevant and non-privileged documents within its possession concerning the three individuals above within thirty (30) days after the entry of a protective order in this action, to the extent that such documents may exist and have not already been produced.

As you know we have already met and conferred regarding a proposed protective order. Your office has taken the position that financial information should be for attorneys eyes only. I did not agree based on the 17 USC 504(b) thus we were unable to reach an agreement on a

protective order to address all issues. Based on that your office stated it would take it up with the Judge, yet no motion for protective order has been filed. If we cannot agree on the production of documents and you do not file for a protective order I will simply go ahead and file motion to compel.

I hope that we can discuss and resolve these issues amicably during a phone call.

Sincerely,

/s/ Jayson M. Lorenzo

Jayson M. Lorenzo